UNIVERSITY
OF CALIFORNIA
LOS ANGELES

SCHOOL OF LAW
LIBRARY

Digitized by the Internet Archive
in 2008 with funding from
Microsoft Corporation

http://www.archive.org/details/treatiseonfed03fost

A TREATISE

ON

FEDERAL PRACTICE
CIVIL AND CRIMINAL

INCLUDING

PRACTICE IN BANKRUPTCY, ADMIRALTY, PATENT CASES, FORECLOSURE OF RAILWAY MORTGAGES, SUITS UPON CLAIMS AGAINST THE UNITED STATES,

EQUITY PLEADING AND PRACTICE, RECEIVERS AND INJUNCTIONS

IN THE STATE COURTS

BY

ROGER FOSTER

OF THE NEW YORK BAR,

AUTHOR OF COMMENTARIES ON THE CONSTITUTION OF THE UNITED STATES TREATISES ON THE FEDERAL JUDICIARY ACTS OF 1875 AND 1887, THE FEDERAL INCOME TAX OF 1894, LIBERTY OF CONTRACT, ATTACHMENT, &C., AND LECTURER ON FEDERAL JURISPRUDENCE AT THE LAW SCHOOL OF YALE UNIVERSITY.

FIFTH EDITION

REVISED AND ENLARGED

IN THREE VOLUMES

VOL. III.

CHICAGO
CALLAGHAN & COMPANY
1913

COPYRIGHT, 1890,
BY
ROGER FOSTER.

COPYRIGHT, 1892,
BY
ROGER FOSTER.

COPYRIGHT, 1901,
BY
ROGER FOSTER.

COPYRIGHT, 1909,
BY
ROGER FOSTER.

COPYRIGHT, 1913,
BY
ROGER FOSTER.

T
F8167f
1912

TABLE OF CONTENTS.

VOLUME III.

CHAPTER XXXV.

COURT OF CLAIMS.

		Page
§ 670.	Organization of Court of Claims	2299
671.	Jurisdiction of Court of Claims	2300
672.	Statute of limitations in Court of Claims	2313
673.	Petitions and parties plaintiff in Court of Claims	2315
674.	Pleadings by defendant in Court of Claims	2325
675.	Amendments in Court of Claims	2326
676.	Attorneys in Court of Claims	2329
677.	Evidence before the Court of Claims	2330
678.	Motions and notice in Court of Claims	2340
679.	Abatement and revivor	2341
680.	Discontinuance and withdrawal of papers	2341
681.	Trials in Court of Claims	2342
682.	References by Court of Claims	2344
683.	New trials	2345
684.	Judgments in Court of Claims	2349
685.	Costs in Court of Claims	2352
686.	Appeals from Court of Claims	2352

CHAPTER XXXVI.

WRITS OF ERROR AND APPEALS.

§ 687.	Writs of error and appeals in general	2356
688.	Review by the Supreme Court of decisions of the Federal Courts	2361
689.	Certification to the Supreme Court by the Circuit Courts of Appeals	2378
690.	Review of decisions of Courts of Claims	2385
691.	Review by Supreme Court of decisions of the Courts of the District of Columbia, Alaska, and the Islands	2385

686385

Page
§ 692. Writs of error from the Supreme Court to the State courts 2393
693. Writs of error from and appeals to the Circuit Courts of Appeals 2409
694. Appeals to District Courts 2418
695. Judgments, orders, and decrees which may be reviewed by writs of error or appeals 2421
696. Value of the matter in dispute upon writs of error and appeals 2436
697. Parties to writs of error and appeals 2445
698. Time within which writs of error and appeals must be taken 2456
699. Writs of error 2462
700. Appeals 2470
701. Assignments of errors 2473
702. Security on writ of error or appeal 2479
703. *Supersedeas* 2482
704. Return to writ of error or appeal 2494
705. Motions to dismiss appeals and writs of error 2507
706. Printing the record 2521
707. Argument of appeals and writs of error 2524
708. Rehearings 2532
709. Further proof on appeal 2535
710. Amendments in court of review 2538
711. Decisions on writs of error and appeals 2538
712. Mandate 2558
713. Second writ of error or appeal 2570

APPENDIX.

I.

FORMS IN CIVIL CASES AT COMMON LAW AND IN EQUITY.

PAGE
I. Bill in equity in patent case 2577
II. Modern bill in equity in patent case 2581
III. Bill in equity in copyright case 2587
IV. Petition or bill under anti-monopoly law 2592
V. Complaint at common law under anti-monopoly law 2602
VI. Bill in equity for appointment of receiver 2608
VII. Friendly bill for appointment of receiver 2619
VIII. Bill in equity for the appointment of ancillary receiver 2627
IX. Petition for appointment of receiver at foot of decree.. 2632
X. Bill of foreclosure of railway mortgage 2640

PAGE

XI. Notice of filing and petition against United States under Tucker act of March 3, 1887 2652
XII. Answer 2654
XIII. Answer in copyright suit in equity 2656
XIV. Answer to friendly bill for receiver 2669
XV. Amendments to bill in equity 2670
XVI. Bill of revivor 2672
XVII. Supplemental bill 2675
XVIII. Notice of motion to dismiss bill 2677
XIX. Writ of injunction against strikers 2677
XX. Order to show cause against appointment of receiver at foot of decree 2679
XXI. Order appointing receiver at foot of decree 2680
XXII. Order appointing receivers of street railway company .. 2682
XXIII. Order appointing ancillary receiver 2684
XXIV. Order extending receivership 2686
XXV. Order for examination of third party by receivers 2687
XXVI. Petition by lessor corporation for extension of receivership for its protection 2688
XXVII. Notice of deposition under revised statutes 2693
XXVIII. Order for *dedimus potestatem* 2693
XXIX. Letters rogatory 2695
XXX. Petition for subpœna *duces tecum* in aid of deposition *de bene esse* 2696
XXXI. Master's warrant or summons 2702
XXXII. Master's warrant or summons in patent case 2703
XXXIII. Notice accompanying draft of master's report 2704
XXXIV. Account of infringement of patent 2705
XXXV. Order appointing referee to try action at common law .. 2705
XXXVI. Stipulation for reference of action at common law 2706
XXXVII. Order adjudging party guilty of contempt 2707
XXXVIII. Order fining defendant for contempt 2707
XXXIX. Petition for removal for difference of citizenship 2708
XL. Notice of application for removal 2709
XLI. Petition for removal for a separable controversy 2710
XLII. Petition for removal because of prejudice and local influence 2714
XLIII. Bond on removal 2717
XLIV. Final record in equity 2720
XLV. Decree for injunction and accounting in patent case .. 2721
XLVI. Decree 2722
XLVII. Bill of exceptions 2727
XLVIII. Writ of *certiorari* 2732
XLIX. Petition for writ of *habeas corpus* 2732
L. Writ of *habeas corpus* 2735
LI. Writ of *certiorari* 2736
LII. Appeal and allowance 2736

PAGE

LIII. Citation on appeal 2737
LIV. Writ of error from supreme court to district court 2737
LV. Writ of error from supreme court to circuit court of appeals 2738
LVI. Writ of error from circuit court of appeals to district court 2739
LVII. Writ of error to state court 2739
LVIII. Petition for writ of error to state court 2740
LIX. Prayer for reversal 2745
LX. Notice to join in writ of error 2745
LXI. Certificate of question of jurisdiction 2746
LXII. *Supersedeas* bond 2747
LXIII. Assignment of errors 2748
LXIV. Certificate by clerk to transcript 2749
LXV. Citation on writ of error 2749
LXVI. Petition for writ of *certiorari* to circuit court of appeals and proceedings upon same 2750
LXVII. Answer to petition for writ of *certiorari* 2759
LXVIII. Motion for leave to file petition for mandamus 2763
LXIX. Petition for mandamus to set aside receivership 2764
LXX. Return of order to show cause against issue of mandamus 2772
LXXI. Writ of mandamus 2775
LXXII. Motion to dismiss appeal 2777
LXXIII. Motions to dismiss and to affirm 2779
LXXIV. Notice of submission of motions to dismiss and to affirm 2780

FORMS IN CRIMINAL PROCEDURE.

I. Complaint for warrant 2781
II. Warrant of arrest 2781
III. Mittimus pending examination 2782
IV. Final mittimus 2782
V. Recognizance of accused pending examination 2783
VI. Final recognizance of accused 2784
VII. Recognizance of witnesses 2785
VIII. Certificate of proceedings 2785
IX. Complaint for extradition warrant 2786
X. Extradition warrant 2786
XI. Certificate of extradition proceedings 2787
XII. Proceedings upon application of poor convict for discharge 2788
XIII. Mandate to jailer for the production of poor convict... 2789
XIV. Oath of poor convict 2789
XV. Certificate of discharge of poor convict 2790

MARSHALS' AND CLERKS' FORMS.

XVI. Bench warrant or capias 2790

		Page
XVII.	Return to bench warrant or capias	2790
XVIII.	Capias pro fine	2791
XIX.	Return to capias pro fine	2791
XX.	Attachment for contempt	2791
XXI.	Return to attachment	2792
XXII.	Warrant for removal of prisoner to another district	2792
XXIII.	Return to warrant for removal of prisoner	2792
XXIV.	Receipt of marshal for prisoner	2793
XXV.	*Venire facias*	2793
XXVI.	Commitment to penitentiary	2793
XXVII.	Marshal's return to commitment to penitentiary	2794
XXVIII.	Criminal information	2794
XXIX.	Indictment.—General form	2795
XXX.	Indictment for offense on the high seas	2795
XXXI.	Indictment for offense committed at a place within exclusive jurisdiction of the United States	2796
XXXII.	Consolidated indictment for violation of national banking laws	2797
XXXIII.	Petition for removal of criminal case from state court under section 643, United States Revised Statutes	2823
XXXIV.	*Certiorari* for removal of case from state court	2824
XXXV.	Appearance bond on writ of error in criminal cases	2824

ADMIRALTY FORMS.

I.	Libel *in rem*	2826
II.	Interrogatories annexed to libel	2829
III.	Libel *in personam* with clause of foreign attachment	2829
IV.	Stipulation for libelant's costs	2834
V.	Claim of owner	2835
VI.	Claim of agent	2835
VII.	Stipulation for claimant's costs	2836
VIII.	Stipulation for value	2836
IX.	Bond to marshal	2837
X.	Order appointing appraisers	2838
XI.	Notice to appraisers	2838
XII.	Oath of appraisers	2839
XIII.	Notice of appraisement	2839
XIV.	Report of appraisers	2839
XV.	Exceptions to libel	2839
XVI.	Answer in admiralty	2840
XVII.	Petition to bring in vessel under Supreme Court Rule 59	2842
XVIII.	Interlocutory decree and default in admiralty	2843
XIX.	Interlocutory decree in admiralty	2843
XXII.	Final decree in admiralty	2844
XXIII.	Final decree in admiralty	2844
XXIV.	Final decree in admiralty	2845

II.

PAGE

XXV. Final decree in admiralty for summary judgment on bond to marshal 2846
XXVI. Final decree and order of sale in admiralty 2847
XXVII. Notice of appeal in admiralty 2847
XXVIII. Petition on appeal 2848
XXIX. Order for mandate in admiralty 2849
XXX. Mandate in admiralty 2849
XXXI. Final decree on mandate in admiralty 2850
XXXII. Libel or petition for limitation of liability 2850
XXXIII. Order for transfer to trustee 2853
XXXIV. Transfer to trustee 2854
XXXV. Order for monition 2855
XXXVI. Monition 2856
XXXVII. Final decree in proceedings for limitation of liability in admiralty 2857

III.

EQUITY RULES 2860
ADMIRALTY RULES 2883

IV.

SUPREME COURT RULES 2895

V.

RULES OF THE CIRCUIT COURTS OF APPEALS 2914
ADMIRALTY RULES OF THE SECOND AND NINTH CIRCUIT 2959

VI.

RULES OF COURT OF CLAIMS 2964

VII.

BANKRUPTCY LAW 2993

VIII.

GENERAL ORDERS IN BANKRUPTCY 3034

FORMS IN BANKRUPTCY.

1. Debtor's petition 3047
2. Partnership petition 3060
3. Creditors' petition 3063

PAGE
4. Order to show cause upon creditors' petition 3064
5. Subpœna to alleged bankrupt 3065
6. Denial of bankruptcy 3066
7. Order for jury trial 3066
8. Special warrant to marshal 3067
9. Bond of petitioning creditor 3068
10. Bond to marshal 3068
11. Adjudication that debtor is not bankrupt 3069
12. Adjudication of bankruptcy 3070
13. Appointment, oath, and report of appraisers 3070
14. Orders of reference 3071
15. Order of reference in judge's absence 3072
16. Referee's oath of office 3073
17. Bond of referee 3073
18. Notice of first meeting of creditors 3074
19. List of debts proved at first meeting 3074
20. General letter of attorney in fact when creditor is not represented by attorney at law 3075
21. Special letter of attorney in fact 3076
22. Appointment of trustee by creditors 3076
23. Appointment of trustee by referee 3077
24. Notice to trustee of his appointment 3077
25. Bond of trustee 3078
26. Order approving trustee's bond 3078
27. Order that no trustee be appointed 3079
28. Order for examination of bankrupt 3079
29. Examination of bankrupt or witness 3080
30. Summons to witness 3080
31. Proof of unsecured debt 3081
32. Proof of secured debt 3081
33. Proof of debt due corporation 3082
34. Proof of debt by partnership 3083
35. Proof of debt by agent or attorney 3083
36. Proof of secured debt by agent 3084
37. Affidavit of lost bill, or note 3085
38. Order reducing claim 3086
39. Order expunging claim 3086
40. List of claims and dividends to be recorded by referee and by him delivered to trustee 3087
41. Notice of dividend 3088
42. Petition and order for sale by auction of real estate 3088
43. Petition and order for redemption of property from lien 3089
44. Petition and order for sale subject to lien 3090
45. Petition and order for private sale 3090
46. Petition and order for sale of perishable property 3091
47. Trustee's report of exempted property 3092
48. Trustee's return of no assets 3092
49. Account of trustee 3093

PAGE.
50. Oath to final account of trustee 3094
51. Order allowing account and discharging trustee 3094
52. Petition for removal of trustee 3095
53. Notice of petition for removal of trustee 3095
54. Order for removal of trustee 3096
55. Order for choice of new trustee 3096
56. Certificate by referee to judge 3097
57. Bankrupt's petition for discharge 3097
58. Specifications of grounds of opposition to bankrupt's discharge 3099
59. Discharge of bankrupt 3099
60. Petition for meeting to consider composition 3100
61. Application for confirmation of composition 3100
62. Order confirming composition 3101
63. Order of distribution on composition 3102

FEDERAL PRACTICE

VOLUME III.

CHAPTER XXXV.

COURT OF CLAIMS.

§ 670. Organization of Court of Claims. The Judicial Code provides as follows: "The Court of Claims, established by the Act of February twenty-four, eighteen hundred and fifty-five, shall be continued. It shall consist of a chief justice and four judges, who shall be appointed by the President, by and with the advice and consent of the Senate, and hold their offices during good behavior. Each of them shall take an oath to support the Constitution of the United States, and to discharge faithfully the duties of his office. The Chief Justice shall be entitled to receive an annual salary of six thousand five hundred dollars and each of the other judges an annual salary of six thousand dollars, payable monthly, from the Treasury.[1] The said court shall appoint a chief clerk, an assistant clerk, if deemed necessary, a bailiff, and a chief messenger. The clerks shall take an oath for the faithful discharge of their duties, and shall be under the direction of the court in the performance thereof; and the misconduct or incapacity they may be removed by it from office; but the court shall report such removals, with the cause thereof, to Congress, if in session, or if not, at the next session. The bailiff shall hold his office for a term of four years, unless sooner removed by the court for cause."[2] "The salary of the chief clerk

§ 670. [1] § 136, 36 St. at L. 1087, re-enacting U. S. R. S., § 1049, in substance. An interesting article on the History, Jurisdiction, and Practice in the Court of Claims, by Judge W. A. Richardson, was published in 7 Southern Law Rev. (N. S.) 781, and reprinted in 17 Ct. of Cl. 1.

[2] Ibid., § 139, re-enacting U. S. R. S., § 1053.

shall be three thousand five hundred dollars a year, of the assistant clerk two thousand five hundred dollars a year, of the bailiff one thousand five hundred dollars a year, and of the Chief messenger one thousand five hundred dollars a year, payable quarterly from the treasury."[3] The chief clerk shall give bond to the United States in such amount, in such form, and with such security as shall be approved by the Secretary of the Treasury."[4] "The said clerk shall have authority, which he has given bond as provided in the preceding section, to disburse, under the direction of the court, the contingent fund which may from time to time be appropriated for its use; and his accounts shall be settled by the proper accounting officers of the Treasury in the same way as the accounts of other disbursing agents of the Government are settled."[5] "On the first day of every regular session of Congress the clerk of the Court of Claims shall transmit to Congress a full and complete statement of all the judgments rendered by the court during the previous year, stating the amounts thereof and the parties in whose favor they were rendered, together with a brief synopsis of the nature of the claims upon which they were rendered. At the end of every term of the court he shall transmit a copy of its decisions to the heads of Departments, to the Solicitor, the Comptroller, and the Auditors of the Treasury, to the Commissioner of the General Land Office and of Indian Affairs, to the chiefs of bureaus, and to other officers charged with the adjustment of claims against the United States."[6]

§ 671. Jurisdiction of Court of Claims. The Court of Claims shall have jurisdiction to hear and determine the following matters:

"*First.* All claims except for pensions, founded upon the Constitution of the United States, or any law of Congress, or upon any regulation of an Executive Department, or upon any contract, expressed or implied, with the Government of the United States, or for damages, liquidated or unliquidated, in cases not sounding in tort, in respect of which claims the party

[3] Ibid., § 140, re-enacting in substance U. S. R. S., § 1054.

[4] Ibid., § 141, re-enacting U. S. R. S., § 1058.

[5] Ibid., § 142, re-enacting U. S. R. S. § 1056.

[6] Ibid., § 143, re-enacting U. S. R. S., § 1057.

would be entitled to redress against the United States either in a court of law, equity, or admiralty if the United States were suable: *Provided, however,* That nothing in this section shall be construed as giving to the said court jurisdiction to hear and determine claims growing out of the late civil war, and commonly known as 'war claims,' or to hear and determine other claims, which, prior to March third, eighteen hundred and eighty seven, had been respected, or reported on adversely by any court, department, or commission authorized to hear and determine the same. Second. All set-offs, counterclaims, claims for damages, whether liquidated or unliquidated, or other demands whatsoever on the part of the Government of the United States against any claimant against the Government in said court: *Provided,* That no suit against the Government of the United States, brought by any officer of the United States to recover fees for services alleged to have been performed for the United States, shall be allowed under this chapter until an account for said fees shall have been rendered and finally acted upon as required by law, unless the proper accounting officer of the Treasury fails to act finally thereon within six months after the account is received in said office."[1] This jurisdiction is concurrent with that of the District Courts over all claims not exceeding ten thousand dollars, except those to recover the fees, salary or compensation for official services of officers of the United States. The words, "regulation of an Executive Department," mean a rule made by the head of a department for its action when authorized by Congress to make such rule. A mere order of the President or the head of a Department is not a "regulation."[2] It has been said that

§ 671. [1] Jud. Code, § 145, 36 St. at L. 1087, re-enacting 24 St. at L. 505.

[2] Harvey v. U. S., 3 Ct. Cl. 38; Maddux v. U. S., 20 Ct. Cl. 193. Ordinarily, the action of the auditing department, in either allowing or rejecting a claim, is not an essential prerequisite to the jurisdiction of the Court of Claims to hear it. U. S. v. Knox, 128 U. S. 230, 234, 32 L. ed. 465, 467. "But if such claims are presented to the department for allowance, and the department, in the exercise of its discretion, suspends action upon them until proper vouchers are furnished, or other reasonable requirements are complied with, the courts should not assume jurisdiction until final action is taken," unless there is unreasonable delay. U. S. v. Fletcher, 147 U. S. 661, 667, 37 L. ed. 321, 323, per Brown, J. An

to constitute an implied contract upon which a suit can be brought in the Court of Claims, "there must have been some consideration moving to the United States, or they must have received the money charged with a duty to pay it over; or the claimant must have had a lawful right to it when it was received, as in the case of money paid by mistake."[3] With the exception of claims for the proceeds of captured or abandoned property and others arising under special statutes, the Court of Claims has no jurisdiction of claims upon torts committed by the United States,[4] except where the claimant can waive the tort and sue upon an implied contract.[5] The United States is not liable for injury resulting from the negligence of their officers to those who are not in a contractual or *quasi* contractual relation with them.[6] The Court of Claims has no general equitable jurisdiction,[7] nor jurisdiction to enforce specific per-

officer may sue to recover a salary allowed by an Act of Congress. Moore v. U. S., 4 Ct. Cl. 139. It has been held that suits may be successfully maintained by a naval officer for his expenses when traveling under orders, U. S. v. McDonald, 128 U. S. 471, 32 L. ed. 506; by a public officer such as the register of a land office on an implied contract for reasonable expenses necessary for the performance of his public duties, including rent and payments for janitor's services and fuel, except where a law limits or prohibits the same, Luse v. U. S., 35 Ct. Cl. 164. For a case where letter carriers were allowed to recover upon an implied contract for working more than eight hours a day, see San Francisco Mail Carriers' Case, 33 Ct. Cl. 417.

[3] Knote v. U. S., 95 U. S. 149, 157, 24 L. ed. 442, 444. See U. S. v. Great Falls Mfg. Co., 112 U. S. 645, 28 L. ed. 846; Great Falls Mfg. Co. v. Attorney General, 124 U. S. 581, 31 L. ed. 527; Paine Lumber Co. v. U. S., 55 Fed. 854.

[4] U. S. R. S., § 1059; Langford v. U. S., 101 U. S. 341, 25 L. ed. 1010; Nichols v. U. S., 7 Wall. 122, 19 L. ed. 125; Gibbons v. U. S., 8 Wall. 269, 19 L. ed. 453; Dennis v. U. S., 2 Ct. Cl. 210; Dykes v. U. S., 16 Ct. Cl. 869; Paine Lumber Co. v. U. S., 55 Fed. 854.

[5] The construction of the phrase giving jurisdiction over actions upon contract, express or implied, or for damages, liquidated or unliquidated, in cases not sounding in tort, is explained in § 96, *supra*. An owner of bonds, assumed by the United States, may maintain an action in the Court of Claims to collect the amount of the same. Morrell v. U. S., 7 Ct. Cl. 421.

[6] German Bank of Memphis v. U. S., 148 U. S. 573, 37 L. ed. 564; Bigby v. U. S., 188 U. S. 400, 47 L. ed. 519; Gibson's Case, 29 Ct. Cl. 18; Hayward's Case, 30 Ct. Cl. 219. See *supra*, § 96.

[7] U. S. v. Jones, 131 U. S. 1, 33 L. ed. 90.

formance.[8] The Court of Claims has jurisdiction of a claim against the United States for money claimed under a contract which would resemble a right of action at common law, but for the need of help from equity to establish [9] or to reform a contract.[10] Under the Cherokee Acts,[11] the Court of Claims has enjoined the Cherokee Nation and the United States from making any discrimination between certain persons in the distribution of a fund [12] and has enjoined and directed the Secretary of the Interior to make a certain enrollment of land.[13] No suit can be sustained merely upon moral or equitable considerations, not based upon any established rule of law or equity.[14] A statute which confers exclusive authority upon a public officer over certain questions or claims, deprives the Court of Claims of jurisdiction concerning the same;[15] but a statute which provides that the finding of the comptroller shall be final and conclusive as to the executive department, does not render such finding conclusive on the courts.[16] The Court of Claims has no power to make a rule requiring parties to present their claims to an executive department for suit. Such a rule is void.[17] Where an officer is directed by statute to examine claims, to report to Congress and to await further legislative action, no suit can be maintained on his report.[18] Where Congress recognizes the validity of a claim, appropriates money to

[8] Ibid.

[9] U. S. v. Milliken Imprinting Co., 202 U. S. 168, 174, 50 L. ed. 980, 983.

[10] District of Columbia v. Barnes, 197 U. S. 146, 49 L. ed. 699; U. S. v. Milliken Imprinting Co., 202 U. S. 168, 174, 50 L. ed. 980, 983.

[11] 26 St. at L. 36; 32 St. at L. 726, 996.

[12] Whitmire v. Cherokee Nation, 30 Ct. Cl. 138, 180.

[13] Whitmire v. Cherokee Nation, 44 Ct. Cl. 453; reversed, without considering this point, Cherokee Nation v. Whitmire, 223 U. S. 108, 56 L. ed. 370.

[14] Bonner v. U. S., 9 Wall. 156, 19 L. ed. 666; McClure v. U. S., 116 U. S. 145, 29 L. ed. 572; Tillson v. U. S. 100 U. S. 43, 25 L. ed. 543.

[15] Alire v. U. S., 1 Ct. Cl. 233; s. c., 7 Ct. Cl. 27; Daily v. U. S., 17 Ct. Cl. 144; Bofinger v. U. S., 18 Ct. Cl. 148, 165; Chesapeake & O. Ry. Co. v. U. S., 20 Ct. Cl. 49; Davidson v. U. S., 21 Ct. Cl. 298; Marshall v. U. S., 21 Ct. Cl. 307; Dorsheimer v. U. S., 7 Wall. 166, 19 L. ed. 187.

[16] U. S. v. Gillmore, 189 Fed. 761. See *supra*, § 96.

[17] Clyde v. U. S., 13 Wall. 38, 20 L. ed. 479.

[18] Huffman v. U. S., 17 Ct. Cl. 55.

pay the same, and directs a public officer to examine and pay it, a suit upon such claim against the United States may be maintained in the Court of Claims.[19] A suit may be maintained against the United States upon an allowance made by a Commissioner of Internal Revenue to a judgment creditor, under Section 3220 of the Revised Statutes, where the collector does not object and sets up no claim himself;[20] provided, the Commissioner has not exceeded his jurisdiction in making the allowance.[21] A suit may be maintained to recover the amount of an award under a statute giving an informer a share of the penalty.[22] A suit may be maintained to recover of the United States taxes and penalties similar to those in sections 3220 and 3228 of the Revised Statutes, when a claim has been in due time presented on appeal to and allowed by the Commissioner of Internal Revenue;[23] and so may be a suit for a drawback under the Act of August 5, 1861, chapter 45, section 4, after payment has been refused.[24] When the Commissioner of the Internal Revenue has allowed a claim for the refund of a tax, and the accounting officer has disallowed the whole amount, the Court of Claims has jurisdiction of a suit to recover the same.[25] The Court of Claims cannot establish a land claim without specific statutory authority.[26] If each of two con-

19 Blount v. U. S., 21 Ct. Cl. 274; Huffman v. U. S., 17 Ct. Cl. 55. See U. S. v. Jordan, 113 U. S. 418, 28 L. ed. 1013; Nashville, C. & St. Ry. Co. v. U. S., 113 U. S. 261, 28 L. ed. 971; U. S. v. Kaufman, 96 U. S. 567, 24 L. ed. 792.

20 Nixon v. U. S., 18 Ct. Cl. 448.

21 Seat v. U. S., 18 Ct. Cl. 458.

22 Ramsay v. U. S., 21 Ct. Cl. 443; U. S. v. Ramsay, 120 U. S. 214, 30 L. ed. 582.

23 U. S. v. Savings Bank, 104 U. S. 728, 26 L. ed. 908. See also U. S. v. Kaufman, 96 U. S. 567, 24 L. ed. 792.

24 Campbell v. U. S., 107 U. S. 407, 27 L. ed. 592; Portland Co. v. U. S., 5 Ct. Cl. 441.

25 U. S. v. Kaufman, 96 U. S. 567, 24 L. ed. 792; U. S. v. Savings Bank, 104 U. S. 728, 26 L. ed. 908; Edison El. Ill. Co. v. U. S., 38 Ct. Cl. 208. But see Medbury v. U. S., 173 U. S. 492, 43 L. ed. 779.

26 U. S. v. Jones, 131 U. S. 1, 33 L. ed. 90, *supra*, §§ 96, 98, The papers and record of the Court of Private Land Claims, which had been abolished are on file in the Department of the Interior. 32 Stat. at L. 1083, 1144. The Commissioner of the General Land Office now exercises its powers in the approval of surveys executed under its decrees or confirmations. 33 Stat. at L. 452, 484, 485. Chapter xxxii of Foster's Fed. Pr. 4th ed. describes its practice and jurisdiction.

flicting claimants seeks to recover for the use of the same property, one cannot resist by a plea to the jurisdiction that the title to land is involved.[27] The filing of a petition in the Court of Claims under a statute providing that in that manner damages may be recovered for the taking of private property for public use, is a waiver of an objection by the plaintiff to the alleged unconstitutionality of such statute.[28] The Court of Claims has also jurisdiction over "*Third.* The claim of any paymaster, quartermaster, commissary of subsistence, or other disbursing officer of the United States or of his administrators or executors, for relief from responsibility, on account of capture or otherwise, while in the line of his duty, of Government funds, vouchers, records, or papers in his charge, and for which such officer was and is held responsible." [29] "Upon the trial of any cause in which any set-off, counterclaim, claim for damages, or other demand is set up on the part of the Government against any person making claim against the Government in said court, the court shall hear and determine such claim or demand both for and against the Government and claimant; and if upon the whole case it finds that the claimant is indebted to the Government it shall render judgment to that effect, and such judgment shall be final, with the right of appeal, as in other cases provided by law. Any transcript of such judgment, filed in the clerk's office of any District or Circuit Court, shall be entered upon the records thereof, and shall thereby become and be a judgment of such court and be enforced as other judgments in such courts are enforced." [30]

"Whenever the Court of Claims ascertains the facts of any loss by any paymaster, quartermaster, commissary of subsistence, or other disbursing officer, in the cases hereinbefore provided, to have been without fault or negligence on the part of such officer, it shall make a decree setting forth the amount thereof, and upon such decree the proper accounting officers of the Treasury shall allow to such officer the amount so decreed.

[27] Bright v. U. S., 6 Ct. Cl. 118; s. c., 8 Ct. Cl. 326.

[28] Great Falls Mfg. Co. v. Att'y. Gen., 124 U. S. 581, 31 L. ed. 527; U. S. v. Great Falls Mfg. Co., 112 U. S. 645, 28 L. ed. 846.

[29] Jud. Code, § 145, 36 St. at L. 1087, re-enacting U. S. R. S., § 1059.

[30] Ibid., § 146, re-enacting U. S. R. S., § 1061.

as a credit in the settlement of his accounts."[31] The words "without fault or negligence on the part of such officer," mean such care and diligence as a prudent man would exercise in the discharge of a high public trust, or in a matter of private interest under similar circumstances.[32] The statute authorizing the Court of Claims to enter an affirmative judgment in favor of the United States against a suitor in the Court of Claims does not violate the Seventh Amendment of the Constitution.[33] This right is as comprehensive as the similar rights given to the Crown under the British Act of 1860 regulating Petitions of Right.[34] The Court of Claims has jurisdiction to hear and determine a counter-claim by the United States for the proceeds of their property wrongfully sold by an insolvent debtor in a suit by his assignee in insolvency on a contract between the insolvent and the United States.[35] It has been held that the United States may take an assignment from their judgment debtor, of a judgment held by him against another, and set off the same in a suit brought by the latter upon an award of Congress, notwithstanding the fact that such suitor has assigned his award to a fourth person: provided, the set-off was acquired before notice of the assignment.[36] When a suit on a claim was brought by a firm of three, it was held that the United States could not set off a judgment against two of them.[37] After the Government has allowed a claim and payment in full, the Government, when sued for the balance, cannot set up as a counter-claim the amount so paid, on the ground that the assignment

[31] Jud. Code, § 147, 36 St. at L. 1087, re-enacting U. S. R. S., § 1062.

[32] Malone v. U. S., 5 Ct. Cl. 486; Glenn v. U. S., 4 Ct. Cl. 501; Howell v. U. S., 7 Ct. Cl. 512; Hall v. U. S., 9 Ct. Cl. 270; Holman v. U. S., 11 Ct. Cl. 642; Clark v. U. S., 11 Ct. Cl. 698; Curtis v. Banker, 136 Mass. 355; Christian v. U. S., 7 Ct. Cl. 431; Whittelsey v. U. S., 5 Ct. Cl. 452; Prime v. U. S., 3 Ct. Cl. 209; Murphy v. U. S., 3 Ct. Cl. 212; Hobbs v. U. S., 17 Ct. Cl. 189; Scott v. U. S., 18 Ct. Cl. 1; Hoyle v. U. S., 21 Ct. Cl. 300.

[33] McElrath v. U. S., 102 U. S. 426, 440, 26 L. ed. 189, 192; s. c., 12 Ct. Cl. 312.

[34] 23 and 24 Vict. 17, ch. 34; Roman v. U. S., 11 Ct. Cl. 761. See Delancey v. The Queen, 6 L. R. Exch. 286.

[35] McElrath v. U. S., 102 U. S. 426, 26 L. ed. 189; U. S. v. Burchard, 125 U. S. 176, 31 L. ed. 662.

[36] Boehm v. U. S., 21 Ct. Cl. 290.

[37] Allen v. U. S., 17 Wall. 207, 21 L. ed. 553, 5 Ct. Cl. 339; Macauley v. U. S., 11 Ct. Cl. 693.

was irregularly executed.[38] Where an officer of the navy, upon settlement of his accounts, claimed that he would not be concluded thereby and subsequently sued for a balance claimed by him, it was held that the United States were not bound by the settlement, and could obtain judgment for moneys improperly paid him in pursuance thereof.[39] If a claim is dismissed for want of jurisdiction, the counterclaim falls with it.[40]

The Act of June 25, 1910, provides: That whenever an invention described in and covered by a patent of the United States shall hereafter be used by the United States without license of the owner theroef or lawful right to use the same, such owner may recover reasonable compensation for such use by suit in the Court of Claims: *Provided, however,* That said Court of Claims shall not entertain a suit or reward [*sic*] compensation under the provisions of this Act where the claim for compensation is based on the use by the United States of any article heretofore owner, leased, used by, or in the possession of the United States: *Provided further,* That in any such suit the United States may avail itself of any and all defenses, general or special, which might be pleaded by a defendant in an action for infringement as set forth in Title Sixty of the Revised Statutes, or otherwise: *And provided further,* That the benefits of this Act shall not inure to any patentee, who, when he makes such claim is in the employment or service of the Government of the United States; or the assignee of any such patentee; nor shall this Act apply to any device discovered or invented by such employee during the time of his employment or service."[41] Neither the Court of Claims nor any other court has jurisdiction of an action against the United States,[42] or against any officer thereof,[43] to enjoin the infringement of a patent, or to recover profits or damages from such an officer on

38 Macauley v. U. S., 11 Ct. Cl. 693.

39 Boehm v. U. S., 20 Ct. Cl. 142.

40 McKnight v. U. S., 98 U. S. 179, 25 L. ed. 115, 13 Ct. Cl. 292.

41 36 St at L. —. See §§ 96, 100. *supra.*

42 U. S. v. Palmer, 128 U. S. 262, 269, 32 L. ed. 442, 444.

43 Belknap v. Schild, 161 U. S. 10, 40 L. ed. 599; Dashiell v. Grosvenor, C. C. A., 66 Fed. 334. *Cf.* James v. Campbell, 104 U. S. 356, 26 L. ed. 786; *supra,* § 100. But see Head v. Porter, 48 Fed. 481.

account of the use of the article by him in his official character where he derived no personal benefit from such use.[44] Nor to recover profits from the United States for such a use when made without any express or implied recognition of the rights of the patentee and against his protest.[45] But where the United States has adopted an improvement covered by a patent at the request of the patentee, with notice that he claims a patent right to the same, and with no assertion of a right to use the same without compensation, the patentee may recover a reasonable royalty for the use of the patent, in a suit in the Court of Claims founded upon a contract implied from the transaction.[46] Other special statutes give the Court of Claims jurisdiction in certain cases.[47] "The jurisdiction of the said court shall not extend to any claim against the Government not pending therein on December first, eighteen hundred and sixty-two, growing out of or dependent on any treaty stipulation entered into with foreign nations or with the Indian tribes.[48] "No person shall file or prosecute in the Court of Claims, or in the Supreme Court on appeal therefrom, any claim for or in respect to which he or any assignee of his has pending in any other court any suit or process against any person who, at the time when the cause of action alleged in such suit or process arose, was, in respect thereto, acting or professing to act, mediately or immediately,

44 Belknap v. Schild, 161 U. S. 10, 40 L. ed. 599; International Postal Supply Co. v. Bruce, 194 U. S. 601, 48 L. ed. 1134.

45 Schillinger v. U. S., 155 U. S. 163, 39 L. ed. 108; Harley's Case, 39 Ct. Cl. 105. So as to the use of copyright. Lauman's Case, 27 Ct. Cl. 260. But see Hollister v. Benedict & B Mfg. Co., 113 U. S. 59, 28 L. ed. 901.

46 U. S. v. Palmer, 128 U. S. 262, 32 L. ed. 442; Brook's Case, 39 Ct. Cl. 494. But see Russel v. U. S., 182 U. S. 516, 45 L. ed. 1210; Hartman's Case, 35 Ct. Cl. 106; Russel & Livermore's Case, 35 Ct. Cl. 154; Eager's Case, 35 Ct. Cl. 556; Coston's Case, 33 Ct. Cl. 438.

47 See, for example, 20 St. at L. 171, 324; 21 St. at L. 784; 22 St. at L. 284, 469; 23 St. at L. 242, 257, 372, 381; 21 St. at L. 284; (District of Columbia claims act); District of Columbia v. Barnes, 187 U. S. 637, 47 L. ed. 344; s. c., 197 U. S. 146, 49 L. ed. 699; 21 St. at L. 284; 22 St. at L. 284, 469; 23 St. at L. 242, 257, 372, 381.

48 Jud. Code, § 153, 36 St. at L. 1087, re-enacting U. S. R. S., § 1066 See, however, the act to provide for the adjudication and payment of claims arising from Indian depredations, 26 St. at L. 851, ch. 538. The Cherokee acts; 32 St. at L. 726, 996; U. S. v. Cherokee Nation, 202 U. S. 101, 50 L. ed. 949; U. S. R. S., § 1067.

under the authority of the United States." [49] "Aliens who are citizens or subjects of any government which accords to citizens of the United States the right to prosecute claims against such government in its courts, shall have the privilege of prosecuting claims against the United States in the Court of Claims, whereof such court, by reason of their subject matter and character, might take jurisdiction." [50] The subjects of Great Britain,[51] of Belgium,[52] of France,[53] of Italy,[54] of Prussia,[55] of Spain,[56] and of Switzerland,[57] and corporations created by any of those governments [58] may sue in the Court of Claims.[59] So may a corporation chartered by Spain in the Philippine Islands, prior to their annexation to the United States; [60] and a citizen of Porto Rico.[61] A foreign government does not deny the right of an American to sue it by requiring him to give security for costs.[62] The Court of Claims has jurisdiction of an action to which a State is a party plaintiff; [63] but not of a suit to which a State is a necessary party defendant.[64]

"When a claim or matter is pending in any of the Executive departments which involves controverted questions of fact or law, the head of such Department may transmit the same, with the vouchers, papers, proofs, and documents pertaining thereto, to said Court of Claims and the same shall be there proceeded in under such rules as the court may adopt. When the facts and conclusions of law shall have been found, the court shall report its findings and opinions to the Department by which it was transmitted for its guidance and action: *Provided, however*, That if it shall have been transmitted with the consent of the claimant, or if it shall appear to the satisfaction of the

49 U. S. R. S., § 1067.

50 Jud. Code, § 155, 36 St. at L. 1087, re-enacting U. S. R. S., § 1068.

51 U. S. v. O'Keefe, 11 Wall. 178, 20 L. ed. 131; Carlisle v. U. S., 16 Wall. 147, 6 Ct. Cl. 398.

52 De Give v. U. S., 7 Ct. Cl. 517.

53 Rothschild v. U. S., 6 Ct. Cl. 204; Dauphin v. U. S., 6 Ct. Cl. 221.

54 Fichera v. U. S., 9 Ct. Cl. 254.

55 Brown v. U. S., 5 Ct. Cl. 571.

56 Molina v. U. S., 6 Ct. Cl. 269.

57 Lobsiger v. U. S., 5 Ct. Cl. 687.

58 Philippine Sugar Estates Development Co. v. U. S., 39 Ct. Cl. 225; s. c., 40 Ct. Cl. 33.

59 U. S. R. S., § 1068.

60 Philippine Sugar Estates Development Co. v. U. S., 39 Ct. Cl. 225; s. c., 40 Ct. Cl. 33.

61 Basso's Case, 40 Ct. Cl. 202.

62 Brown v. U. S., 5 Ct. Cl. 571.

63 U. S. v. Louisiana, 123 U. S. 32, 31 L. ed. 69; s. c., 127 U. S. 182, 32 L. ed. 66.

64 Milwaukee R. R. Canal Co. v. U. S., 1 Ct. Cl. 187. See *supra* § 105.

court upon the facts established, that under existing laws or the provisions of this chapter it has jurisdiction to render judgment or decree thereon, it shall proceed to do so, in the latter case giving to either party such further opportunity for hearing as in its judgment justice shall require, and shall report its findings therein to the department by which the same was referred to said court. The Secretary of the Treasury, may, upon the certificate of any auditor, or of the Comptroller of the Treasury, direct any claim or matter, of which, by reason of the subject matter or character, the said court might under existing laws, take jurisdiction on the voluntary action of the claimant, to be transmitted, with all the vouchers, papers, documents and proofs pertaining thereto, to the said court for trial and adjudication."[65] This statute allows judgment in favor of the claimant.[66] "All cases transmitted by the head of any Department, or upon the certificate of any Auditor, or of the Comptroller of the Treasurery according to the provisions of the preceding section, shall be proceeded in as other cases pending in the Court of Claims, and shall, in all respects, be subject to the same rules and regulations."[67] "The amount of any final judgment or decree rendered in favor of the claimant, in any case transmitted to the Court of Claims under the two preceding sections, shall be paid out of any specific appropriation applicable to the case, if any such there be; and where no such appropriation exists the judgment or decree shall be paid in the same manner as other judgments of the said court."[68] A diplomatic claim, presented by a foreign attorney to the Secretary of State, cannot be thus transmitted.[69] The reference of a claim by a Department to the Court of Claims, without jurisdiction to pay, does not give the court jurisdiction.[70] A claim may be referred to the Court of Claims by an Executive Department, after the accounting officers have certified a balance in favor of the claimant.[71] "It never could have been intended by Congress that in such cases the

[65] 36 St. at L. 1087.

[66] U. S. v. New York, 160 U. S. 598, 40 L. ed. 551.

[67] Jud. Code, § 169; 36 St. at L. 1087, re-enacting U. S. R. S., § 1064.

[68] Ibid., § 150, re-enacting U. S. R. S., § 1065.

[69] Berger's Case, 36 Ct. Cl. 243.

[70] Hart v. U. S., 118 U. S. 62, 30 L. ed. 96.

[71] McKnight v. U. S., 13 Ct. Cl. 292. See also Delaware River S. B. Co. v. U. S., 5 Ct. Cl. 55; Winnisimmet Co. v. U. S., 12 Ct. Cl. 319.

United States were to assume the burden of proof to establish the errors of their accounting officers, instead of requiring claimants to prove their whole case."[72] If, after the head of an Executive Department or the Secretary of the Treasury has transmitted a claim to the Court of Claims under section 1063 of an agreed case which the head of a department certifies to pare and file his petition, the court will, on motion, require him to do so.[73] The court cannot decline jurisdiction if the case comes within the statute.[74] The Court of Claims will take jurisdiction of an agreed case which the head of a Department certifies to be correct and sufficient.[75] "Whenever any bill, except for a pension, is pending in either House of Congress providing for the payment of a claim against the United States, legal or equitable, or for a grant, gift, or bounty to any person, the House in which such bill is pending may, for the investigation and determination of facts, refer the same to the Court of Claims, which shall proceed with the same in accordance with such rules as it may adopt and report to such House the facts in the case and the amount, where the same can be liquidated, including any facts bearing upon the question whether there has been delay or laches in presenting such claim or applying for such grant, gift, or bounty, and any facts bearing upon the question whether the bar of any statute of limitation should be removed or which shall be claimed to excuse the claimant for not having resorted to any established legal remedy, together with such conclusions as shall be sufficient to inform Congress of the nature and character of the demand, either as a claim, legal or equitable, or as a gratuity against the United States, and the amount, if any, legally or equitably due from the United States to the claimant: *Provided, however*, That if it shall appear to the satisfaction of the court upon the facts established, that under existing laws or the provisions of this chapter, the subject matter of the bill is such that it has jurisdiction to render judgment or decree thereon, it shall proceed to do so, giving to either party such further opportunity for hearing as in its judgment justice

[72] McKnight v. U. S., 13 Ct Cl. 292.

[73] Bright v. U. S., 6 Ct. Cl. 118; s. c., 8 Ct. Cl. 326.

[74] Ibid.

[75] Broulatour v. U. S., 7 Ct. Cl. 555; Amoskeag Mfg. Co. v. U. S., 6 Ct. Cl. 99; s. c. as Mfg. Co. v. U. S., 17 Wall. 592, 21 L. ed. 715.

shall require, and it shall report its proceedings therein to the House of Congress by which the same was referred to said court.[76] Such a reference can only be made of a bill for the payment of money; not of a bill authorizing a suit.[77] It has been held that a claim against the District of Columbia cannot be referred to the Court of Claims by one House of Congress.[78]

"The said court shall have power to establish rules for its government and for the regulation of practice therein, and it may punish for contempt in the manner prescribed by the common law, may appoint commissioners, and may exercise such powers as are necessary to carry into effect the powers granted to it by law."[79]

"The Court of Claims shall have jurisdiction to hear and determine the claims of those whose property was taken subsequent to June the first, eighteen hundred and sixty-five, under the provisions of the Act of Congress approved March twelfth, eighteen hundred and sixty-three, entitled "An Act to provide for the collection of abandoned property and for the prevention of frauds in insurrectionary districts within the United States,' and Acts amendatory thereof where the property so taken was sold and the net proceeds thereof were placed in the Treasury of the United States; and the Secretary of the Treasury shall return said net proceeds to the owners thereof, of the judgment of said court, and full jurisdiction is given to said court to adjudge said claims, any statutes of limitations to the contrary notwithstanding."[80]

"Whenever any person shall present his petition to the Court of Claims alleging that he is or has been indebted to the United States as an officer or agent thereof, or by virtue of any contract therewith, or that he is the guarantor, or surety, or personal representative of any officer, or agent, or contractor so indebted, or that he, or the person for whom he is such surety, guarantor, or personal representative has held any office or agency under the United States, or entered into any contract therewith, under which it may be or has been claimed that an

[76] Jud. Code, § 151; 36 St. at L. 1087, re-enacting 24 St. at L. 505, § 14.

[77] Cahalan's Case, 42 Ct. Cl. 280.

[78] Strachan v. District of Columbia, 20 Ct. Cl. 484.

[79] Jud. Code, § 158, re-enacting 36 St. at L. 1087

[80] Ibid., § 162.

indebtedness to the United States had arisen and exists, and that he or the person he represents has applied to the proper Department of the Government requesting that the account of such office, agency, or indebtedness may be adjusted and settled, and that three years have elapsed from the date of such application, and said account still remains unsettled and unadjusted, and that no suit upon the same has been brought by the United States, said court shall, due notice first being given to the head of said department and to the Attorney-General of the United States, proceed to hear the parties and to ascertain the amount, if any, due the United States on said account. The Attorney-General shall represent the United States at the hearing of said cause. The court may postpone the same from time to time whenever justice shall require. The judgment of said court or of the Supreme Court of the United States, to which an appeal shall lie, as in other cases, as to the amount due, shall be binding and conclusive upon the parties. The payment of such amount so found due by the court shall discharge such obligation. An action shall accrue to the United States against such principal, or surety, or representative to recover the amount so found due, which may be brought at any time within three years after the final judgment of said court, and unless suit shall be brought within said time, such claim annd the claim on the original indebtedness shall be forever barred. The provisions of section one hundred and sixty-six shall apply to cases under this section." [81]

§ 672. Statute of limitations in Court of Claims. "Every claim against the United States, cognizable by the Court of Claims, shall be forever barred unless the petition setting forth a statement thereof is filed in the court, or transmitted to it by the Secretary of the Senate or the Clerk of the House of Representatives, as provided by law, within six years after the claim first accrues: *Provided*, That the claims of married women first accrued during the marriage, of persons under the age of twenty-one years, first accrued during minority, and of idiots, lunatics, insane persons, and persons beyond the seas at the time the claim accrued, entitled to the claim, shall not be barred if the petition be filed in the court or transmitted as

[81] Ibid., § 130, re-enacting 24 St. at L. 505, § 3.

aforesaid, within three years after the disability has ceased; but no other disability than those enumerated shall prevent any claim from being barred, nor shall any of the said disabilities operate cumulatively."[1] The Tucker Act of March 3, 1887, provides that the Statute of Limitations shall not apply to claims referred to the Court of Claims by the head of a Department under section 1063 of the Revised Statutes, provided such claims were presented for settlement at the proper Department within six years after they accrued.[2] The Statute of Limitations did not apply to suits to establish a defense under Sections 1059–1062 of the Revised Statutes.[3] An action for money received by the United States must be brought within six years after its reception.[4] Where money is not payable until demand, the statute does not begin to run until the payment is made.[5] It has been held that the statute begins to run on a claim for services, when presented.[6] A claim for the price of property sold is barred within six years after the delivery of the property, not from the time when the Department refused to allow the payment, unless payment by the terms of the contract was postponed.[7] An officer whose accounts are settled annually is entitled to the balance due at the end of each fiscal year.[8] A State cannot sue to recover the proceeds of swamp lands which have been credited to the State on the Treasury books more than six years before the suit was brought.[9] The statute does not begin to run on a claim for extra work under a building contract contemplating the same, until the whole contract is

§ 672. [1] Jud. Code, § 156, 36 St. at L. 1087, re-enacting U. S. R. S., § 1069.

[2] U. S. v. Lippitt, 100 U. S. 663, 25 L. ed. 747; Winnisimmet Co. v. U. S., 12 Ct. Cl. 319.

[3] U. S. v. Clark, 96 U. S. 37, 24 L. ed. 696.

[4] Clark v. U. S., 99 U. S. 493, 25 L. ed. 481.

[5] Harrison v. U. S., 20 Ct. Cl. 175; U. S. v. Cooper, 120 U. S. 124, 30 L. ed. 606. See U. S. v. Lawton, 110 U. S. 146, 28 L. ed. 100.

[6] U. S. v. Wilder, 13 Wall. 254, 20 L. ed. 681; Titus v. U. S., 16 Ct. Cl. 276. An item in the account of a court commissioner for fees was held barred when the services for which he charged were rendered more than six years before proceedings. Patterson v. U. S., 21 Ct. Cl. 322.

[7] Battelle v. U. S., 7 Ct. Cl. 297.

[8] Ellsworth v. U. S., 14 Ct. Cl. 382; U. S. v. Ellsworth, 101 U. S. 170, 25 L. ed. 862.

[9] U. S. v. Louisiana, 127 U. S. 182, 32 L. ed. 66.

performed.[10] No officer can waive the statute, and the court must take notice that the claim is barred, if that appears.[11] If an act appropriating money to pay a barred claim allows the claimant to sue under it, it takes the claim out of the statute.[12] The plaintiff's ignorance of his ability to establish his claim does not prevent the statute from running.[13] When the statute once begins to run, no subsequently occurring disability, such as insanity, suspends it.[14] Inability to sue by reason of aid given to the Confederacy by the claimant does not prevent the running of the statute.[15] When the United States submit to be sued in a State court, it seems that they may take advantage of the State statute limitations.[16]

§ 673. Petitions and parties plaintiff in Court of Claims. "Suits shall be commenced by petition, verified in the manner provided by law, and filed in the office of the clerk, with one extra copy in print or typewriting. The clerk will note thereon the day of filing, and will cause one copy to be forwarded to the Attorney-General. Within twenty days thereafter, the claimant shall have printed thirty copies of such petition, retaining ten copies for the trial record and filing the remaining copies in the clerk's office, unless the court, on motion, for good and sufficient cause, waives the printing of the petition. Ten of said copies shall be for the Attorney-General."[1] "The claimant shall in all cases fully set forth in his petition the claim, the action thereon in Congress or by any of the departments, if such action has been had, what persons are owners thereof or interested therein, when and upon what consideration such persons became so interested; that no assignment or transfer of said

[10] U. S. v. Gibbons, 109 U. S. 200, 27 L. ed. 906.

[11] Finn v. U. S., 123 U. S. 227, 31 L. ed. 128. Acknowledgments and promises by executive officers without legislative authority do not prevent the running of the statute. Leonard v. U. S., 18 Ct. Cl. 382.

[12] Wray v. U. S., 19 Ct. Cl. 154.

[13] Green v. U. S., 17 Ct. Cl. 174.

[14] Whitney v. U. S., 18 Ct. Cl. 19; Leonard v. U. S., 18 Ct. Cl. 382. See McDonald v. Hovey, 110 U. S. 619, 28 L. ed. 269. The claimant's death does not interrupt the statute if the claim accrued during his life. Sierra v. U. S., 9 Ct. Cl. 224. If the claimant dies before the claim accrues, the statute does not begin to run until the appointment of an administrator. Fulenweider v. U. S., 9 Ct. Cl. 403.

[15] Kendall v. U. S., 107 U. S. 123, 27 L. ed. 437.

[16] Stanley v. Schwalby, 147 U. S. 508, 37 L. ed. 259, *supra*, §§ 95, 96, 183.

§ 673. [1] Ct. Cl. Rule 16.

claim or any part thereof or interest therein has been made, except as stated in the petition; that said claimant is justly entitled to the amount therein claimed from the United States after allowing all just credits and offsets; that the claimant and, where the claim has been assigned, the original and every prior owner thereof, if a citizen, has at all times borne true allegiance to the Government of the United States, and, whether a citizen or not, has not in any way voluntarily aided, abetted, or given encouragement to rebellion against the said Government, and that he believes the facts as stated in the said petition to be true. The said petition shall be verified by the affidavit of the claimant, his agent or attorney." [2]

"In any case of a claim for supplies or stores taken by or furnished to any part of the military or naval forces of the United States for their use during the late Civil War, the petition shall aver that the person who furnished such supplies or stores, or from whom such supplies or stores were taken, did not give any aid or comfort to said rebellion, but was throughout that war loyal to the Government of the United States, and the fact of such loyalty shall be a jurisdictional fact; and unless the said court shall, on a preliminary inquiry, find that the person who furnished such supplies or stores, or from whom the same were taken as aforesaid, was loyal to the government of the United States throughout said war, the court shall not have jurisdiction of such cause, and the same shall, without further proceedings, be dismissed." [3] "The petition must comply with the law respecting what action has been had thereon before Congress or any of the Departments, the ownership of the claim, and what transfer, or assignments, if any, have been made, and must also set forth: (1) The title of the action, with the full Christian and surnames of all the claimants. (2) A plain, concise statement of the facts, giving venue, and date, free from argumentative, irrelevant, and impertinent matter. (3) In every case transmitted by the head of a De-

[2] Jud. Code, § 159, 36 St. at L. 1087, re-enacting U. S. R. S., § 1072. "The said allegations as to true allegiance and voluntary aiding, abetting, or giving encouragement to rebellion against the Government may be traversed by the Government, and if on the trial such issues shall be decided against the claimant, his petition shall be dismissed." Ibid., § 160.

[3] Jud. Code, § 184, 36 St. at L. 1087, re-enacting

partment, by Congress or a committee thereof, a copy of the order of transmission shall be set out or annexed as provided by par. 5, Rule 27. (4) The claimant must state distinctly the amount for which he demands judgment, or the relief for which he prays."[4] "When the claimant cannot state his case with the requisite particularity without an examination of papers in one of the Executive Departments, and has been unable to obtain a sufficient examination of such papers on application, he may file a petition stating his claim as far as is in his power, and specifying as definitely as he can the papers he requires. The court will then, upon motion, call upon the proper department for such information or papers as may be deemed necessary, and when the same are furnished the petition may be amended and take the place of the original petition."[5] "If the claimant be an executor, administrator, guardian, or other representative appointed by a judicial tribunal, a duly authenticated copy of the record of the appointment must be filed with the petition."[6] "If the claim be founded upon an act of Congress, or upon a regulation of an Executive Department, the act and the section thereof upon which the claimant relies must be specified, and the particular regulation of the Department must be stated in terms."[7] "If the claim be founded upon an express contract with the United States, such contract must be set forth in the petition, and, if it be in writing, must be annexed thereto. If it be founded upon an implied contract, the circumstances upon which the claimant relies to prove a contract must be specified. If it consists of several matters or items, each must be separately stated."[8] "If the petition be verified by any one other than the claimant, a power of attorney authorizing him to prosecute the suit or make the verification must be annexed to the petition and filed therewith. Before the rendition of judgment the court may require the attorney of record to satisfy it that the party executing such power of attorney is still living. In all cases where a petition is dismissed, and the court has juirsdiction so to do, a formal judgment shall be entered against the claimant in favor of the United States."[9] "A claimant desiring to amend his petition or to introduce

[4] Ct. Cl. Rule 16.
[5] Ct. Cl. Rule 31.
[6] Ct. Cl. Rule 34.
[7] Ct. Cl. Rule 17.
[8] Ct. Cl. Rule 18.
[9] Ct. Cl. Rule 24.

new parties may do so at any time before final submission, without special leave, by filing an amended petition embodying the amendments desired. The right to make such amendments or to introduce new parties is subject to the objection of the defendants either before or at the trial."[10] "If it appear on the face of the petition that the claim first accrued more than six years before the petition was filed, the claimant must aver therein the existence and period of duration of some disability, recognized by law, which prevented his filing his petition within that time, in default whereof it will be considered that no such disability existed, and the petition may be dismissed on motion."[11] "If the claimant, in avoidance of the bar of limitation, aver in his petition the existence and duration of any such disability, and it thereby appears that after the disability ended more than three years had elapsed before the petition was filed, the petition may be dismissed on motion."[12] "If upon the face of the petition it does not appear when the claim first accrued, the court may require the claimant to make the petition definite and certain in that regard, and in default thereof may dismiss the suit."[13] "After the filing of a case transmitted to the court, by the head of an Executive Department or by Congress, or either House, or by a committee thereof, any person directly interested in the case may appear as a party therein, by filing his petition, under oath, in accordance with Rules 16 and 17."[14]

"Any person claiming to be indirectly interested in any question involved in such case may appear and be heard on the one side or the other, as his interest may require, upon filing a petition, under oath, setting forth specifically and concisely how he claims to be interested, and submitting the questions raised to the decision of the court."[15] If no claimant directly or indirectly interested, appears and files his petition within six months, the Attorney-General upon thirty days' notice to the parties who appear by the papers transmitted to be interested therein, may set the case down for trial upon such evidence as he may submit. Where such case was transmitted by the head of an Executive Department the court will proceed to try the

[10] Ct. Cl. Rule 32.
[11] Ct. Cl. Rule 19.
[12] Ct. Cl. Rule 21.
[13] Ct. Cl. Rule 22.
[14] Ct. Cl. Rule 28.
[15] Ct. Cl. Rule 29.

case upon the statement made by the head of such department." [16] "After the filing of a case transmitted to the court by the head of an Executive Department or by Congress, or either House, or by a committee thereof, any person directly interested in the case may appear as a party therein by filing his petition, under oath, in accordance with Rules 16 and 17." [17]

"In cases for stores and supplies the petition shall embrace the following: (1) An allegation as to loyalty of the party from whom the stores or supplies were taken, or person furnishing same. (2) If the suit is by legal representative it must be alleged when and by what authority such party was appointed such representative. And it must be alleged that the claimant brings into court his warrant of authority. (3) It must be alleged whether the claim was before the Commissioner of Claims, Quartermaster-General, or Commissary-General of Subsistance, and with what result, together with a brief statement of the ground given for the decision. (4) It must show the items of account before said commission or officers, and which of said items are now presented to this court. (5) It must be stated which House of Congress or committee referred the case, with the date thereof, and if by bill a copy thereof shall be annexed to the petition. It must be stated, where it is known to the claimant, what officers, regiments, brigades, or commands took or were furnished with stores or supplies or occupied the real estate in suit, or it will be ground for continuance. Where printed copies of the petition have not been filed pursuant to Rule 16, the attorney for the claimant will file in the clerk's office for transmission to the Attorney-General, two type-written copies of the petition, and an entry to that effect will be made on the docket." [18]

[16] Ct. Cl. Rule 30.

[17] Ct. Cl. Rule 28.

[18] Ct. Cl. Rule 27 are regulated by Rule 26. Petitions under the French Spoliation Act must conform to the following rules: "Parties having a common interest growing out of the seizure of the same vessel or its cargo, may unite in one petition for the recovery of their respective claims, which may be heard together. Where insurance was made in his own name by one for himself and others, or as agent for others, or by a keeper of an insurance office, in either case, or in case of an agent for underwriters, in respect of a policy or a loss thereunder from spoliation, his administrator, appointed in the jurisdiction of his last domicile, may file one petition on each policy for

A married woman, who by the law of her domicile may hold property in equity, with or without a trustee, may sue in her own name,[19] even though her husband refuses to be a party, provided the laws of her domicile permit such a suit.[20] Minors should sue through a guardian appointed in the State of their domicile instead of through the guardian appointed in the State where their property is situated.[21] A corporation organized under the laws of a State in the Confederacy, for purposes not hostile to the government, may sue under the Captured and Abandoned Property Act.[22] A principal may sue in his own name, although the contract was made in the name of an agent.[23]

The Revised Statutes provide as follows: "All transfers and assignments made of any claim upon the United States, or of any part or share thereof, or interest therein, whether absolute or conditional, and whatever may be the consideration therefor, and all powers of attorney, orders, or other authorities for receiving payment of any such claim or of any part or share thereof, shall be absolutely null and void unless they are freely made and executed in the presence of at least two attesting witnesses, after the allowance of such claim, the ascertainment of the amount due, and the issuing of a warrant for the payment thereof. Such transfers, assignments, and powers of attorney

all the underwriters thereon, and the personal representatives of any one may file a petition for his decedent setting up the interests of all underwriters upon the same policy, and thereafter. On or before January 20, 1887, the representatives of any or all the other underwriters on the policy may by motion be permitted to become parties to that petition, and they will be heard as to their respective interests after filing letters of administration. When the petition of the owners of a vessel or its cargo sets out an insurance thereof, the insurers may, under the same restrictions and in the same manner, on motion, prosecute their respective interests in the same case. Where claimants are firms or joint owners, the petition of the personal representatives of the last survivor may be made in behalf of all, and the personal representatives of the others may come in and be heard in respect to their interests." Ct. Cl. Rule 27. "In all other respects the general rules of the court shall, so far as applicable, be the rules under the French Spoliation Act." Ct. Cl. Rule 27.

19 Meriwether v. U. S., 13 Ct. Cl. 259.

20 Stanton v. U. S., 4 Ct. Cl. 456.

21 Ibid.

22 U. S. v. Insurance Cos., 22 Wall. 99, 22 L. ed. 816; Home Ins. Co. v. U. S., 8 Ct. Cl. 449.

23 Ramsdell v. U. S., 2 Ct. Cl. 508.

must recite the warrant for payment, and must be acknowledged by the person making them, before an officer having authority to take acknowledgment of deeds, and shall be certified by the officer; and it must appear by the certificate that the officer, at the time of the acknowledgment, read and fully explained the transfer, assignment, or warrant of attorney to the person acknowledging the same."[24] "The object of Congress by this section was to protect the Government, and not the claimant, and prevent fraud upon the Treasury. Assignments not made in conformity with this statute are void against the trustee in bankruptcy of the assignor."[25] "No contract or order, or any

[24] U. S. R. S., § 3477; Emmons v. United States, 189 Fed. 414.

[25] Price v. Forrest, 173 U. S. 410, 423, 43 L. ed. 749, 753, per Harlan, J., and cases cited by him. It does not invalidate contracts with attorneys for the prosecution of claims against the United States for or upon contingent fees. Such contracts have been enforced when the compensation was one-twentieth, Wylie v. Coxe, 15 How. 415, 14 L. ed. 753; one-tenth, Wright v. Tebbitts, 91 U. S. 252, 23 L. ed. 320; one-fifth, Stanton v. Embrey, 93 U. S. 548, 23 L. ed. 983; and one-half, Taylor v. Bemiss, 110 U. S. 42, 28 L. ed. 64. See also Davis v. Commonwealth, 164 Mass. 241, 30 L.R.A. 743; Bayard v. McLane, 3 Harr. (Del.) 139; Ryan v. Martin, 16 Wis. 57; s. c., 18 Wis. 672; Stanton v. Haskin, 1 MacA. 558, 562; Voorhees v. Dorr, 51 Barb. 580. Such contracts, unless forbidden by a special statute, may be enforced by an action against the party to whom the payment is made. Ibid.; York v. Conde, 147 N. Y. 486. But see Ball v. Halsell, 161 U. S. 772, 40 L. ed. 622; Trist v. Child, 21 Wall. 441, 22 L. ed. 623. The statute does not apply to assignments by operation of the law to assignees in bankruptcy, Erwin v. U. S., 97 U. S. 392, 24 L. ed. 1065; to assignees in insolvency, even under voluntary assignments, Goodman v. Niblack, 102 U. S. 556, 26 L. ed. 229; Butler v. Goreley, 146 U. S. 303, 36 L. ed. 981; nor to receivers appointed by State Courts, Price v. Forrest, 173 U. S. 410, 43 L. ed. 410; nor to persons who have a right of subrogation, Am. Tobacco Co. v. U. S., 32 Ct. Cl. 207; Schwarz v. U. S., 35 Ct. Cl. 303. All of these may sue the United States in their own name. Ibid. But the purchaser of a claim at a judicial sale under a mortgage cannot. St. Paul & D. R. Co. v. U. S., 112 U. S. 733, 28 L. ed. 861. Otherwise it was held of a sale by an assignee in bankruptcy. McKay v. U. S., 27 Ct. Cl. 422. The statute does not enable the original claimant to recover of the United States a sum once paid by the Government to his attorney in fact under a power of attorney made before the allowance of the claim and the issue of the warrant, no notice of the recovation of which has been given to the United States. Bailey v. U. S., 109 U. S. 432, 27 L. ed. 988; Buffalo B. R. Co. v. U. S., 16 Ct. Cl. 238. Nor does it invalidate a contract of

interest therein, shall be transferred by the party to whom such contract or order is given to any other party, and any such

partnership in furnishing supplies to the United States, nor a promise by one party to another that he will pay him a sum, already due under the articles of co-partnership, out of money to be received from the Government for such supplies. Hobbs v. McLean, 117 U. S. 567, 29 L. ed. 940. Nor does it affect the right of a mortgagee of land or of a pledgee of rents to recover from the mortgagor or pledgor the rents paid by the United States. Freedmen's S. & Tr. Co. v. Shepherd, 127 U. S. 494, 32 L. ed. 163. It has been held that the statute does not apply to the claim of a witness against a marshal for witness fees paid to the marshal and withheld by him. Bollin v. Blythe, 46 Fed. 181, 183; Wallace v. Douglas, 116 N. C. 659; but that it applies to claims against a collector for duties illegally collected, Hager v. Swayne, 149 U. S. 242, 37 L. ed. 719. It seems that the statute does not invalidate the assignment of a judgment against the United States or against collectors, Burke v. Davis, 63 Fed. 456, 458, 12 A. G. Op. 216; nor does it invalidate an assignment made before the United States assumed the indebtedness, U. S. v. Griswold, 30 Fed. 604; s. c., 12 Sawyer, 398. Neither does it apply to claims against funds received from foreign governments by the State Department for distribution among citizens of the United States. Hubbell v. U. S., 15 Ct. Cl. 546, 592. Otherwise the statute applies to every claim against the United States. U. S. v. Gillis, 95 U. S. 407, 24 L. ed. 503; McKnight v. U. S., 98 U. S. 179, 25 L. ed. 115; St. Paul & D. R. Co. v. U. S., 112 U. S. 733, 28 L. ed. 861; Hager v. Swayne, 149 U. S. 242, 247, 37 L. ed. 719, 721; Ball v. Halsell, 161 U. S. 72, 79, 40 L. ed. 622, 624. No assignee as such can maintain a suit against the United States in any court. Ibid. It was held that a negotiable draft by the claimant upon his attorneys, payable out of the proceeds of the claim, which was accepted by the attorneys before collection and transferred to a purchaser in good faith and for a valuable consideration, gave him no right to enjoin the acceptors from surrendering or the drawer from receiving the warrant after it had been issued to the acceptors. Spofford v. Kirk, 97 U. S. 484, 24 L. ed. 1032. No action will lie by an attorney against the head of a Department for informing claimants that they were under no legal obligation to respect an assignment invalidated by the statute. Spalding v. Vilas, 161 U. S. 483, 40 L. ed. 780. It seems that an injunction might be granted restraining the Secretary of the Treasury from paying a fund received by the United States from a foreign government for distribution when the United States makes no claim against the fund. Ridgway v. Hays, 5 Cranch, C. C. 23. But an injunction against the Secretary of the Treasury was denied to an attorney who claimed under an assignment of part of an award in favor of an Indian. McElrath v. McIntosh, 1 H. & H. 348. *Cf.* Trist v. Child, 21 Wall. 441, 22 L. ed. 623; National Bank of Commerce v. Downie, 218 U. S. 345, af-

transfer shall cause the annulment of the contract or order transferred, so far as the United States are concerned. All rights of action, however, for any breach of such contract by the contracting parties are reserved to the United States."[26] This prevents a suit by the assignee in his own name against the United States.[27] An assignee for creditors may sue in the name of his assignor.[28] Before the Bowman Act it was held that when the suit was brought in the name of the assignor for the use of his assignee, the assignor must verify the petition, or the assignee must file a warrant of attorney or prove the assignment.[29] If the assignor died *pendente lite*, a verification by his executor was sufficient.[30] When the assignor and assignee joined as co-claimants, the assignor verifying the petition which alleged that the suit was for the assignee, there was no need of proving the assignment.[31] The assignor may repudiate a void assignment and sue in his own name.[32] If the legal title to real property has been divested out of the owner and vested in a trustee authorized to collect past and future rents, the trustee may sue.[33] A claimant jointly interested must show the state of his interest.[34] The holder of a part interest in a claim to be paid when the warrant is issued, could not sue in the name of the legal holder of the claim.[35] It seems that separate interests cannot be united in one petition.[36] The disloyalty

firming C. C. A., 161 Fed. 839; Guarantee Title & Trust Co. v. First Nat. Bank, C. C. A., 185 Fed. 373.

[26] U. S. R. S., § 3737. See Burck v. Taylor, 152 U. S. 634, 647, 38 L. ed. 578, 583; Wheeler's Case, 5 Ct. Cl. 504; Bailey v. U. S., 15 Ct. Cl. 490; Dougherty v. U. S., 18 Ct. Cl. 496; Francis' Case, 11 Ct. Cl. 638; Mills v. U. S., 19 Ct. Cl. 79; McCord's Case, 9 Ct. Cl. 155; Mason's Case, 14 Ct. Cl. 59; Bowe v. U. S., 42 Fed. 761, 782; Coates v. U. S., 53 Fed. 989, 991.

[27] U. S. v. Gillis, 95 U. S. 407, 24 L. ed. 503; s. c., *sub nom.* Gillis v. U. S., 12 Ct. Cl. 704. See also authorities cited *supra*. Judge Deady held, in the Circuit Court for the District of Oregon, that an assignee may sue the United States in his own name in a District or Circuit Court. Emmons v. U. S., 48 Fed. 43. *Contra*, Forehand v. U. S., 23 Ct. Cl. 477, 482.

[28] Morgan v. U. S., 14 Ct. Cl. 319.

[29] Silverhill v. U. S., 5 Ct. Cl. 610; Crowell v. U. S., 6 Ct. Cl. 23.

[30] Pullen v. U. S., 7 Ct. Cl. 507.

[31] Tebbetts v. U. S., 5 Ct. Cl. 607.

[32] Belt v. U. S., 15 Ct. Cl. 92.

[33] Mills v. U. S., 19 Ct. Cl. 79.

[34] Headman v. U. S., 5 Ct. Cl. 640.

[35] Raines v. U. S., 11 Ct. Cl. 648.

[36] Wilson v. U. S., 1 Ct. Cl. 318; Parish v. U. S., 1 Ct. Cl. 345, s. c., 8 Wall. 489, 19 L. ed. 472.

of one partner defeats any action by the other.[37] If the claim of a loyal contractor has been severed from that of his disloyal co-contractor, the former can sue.[38] The holder of a draft is not affected by the disloyalty of one who indorsed and delivered it before the civil war.[39] The provision requiring a denial of any transfer of the claim does not apply to a transfer of the property out of which the claim arose.[40] Persons connected with the Confederacy are not required, after proclamation of pardon, to set forth their loyalty.[41] The petition of an alien, under an act founded upon a claim for losses resulting from the civil war, must show that he has not given voluntary aid to the Confederacy.[42] If a suit is brought for money illegally exacted, the petition must allege payment under protest,[43] or under circumstances that were equivalent to a protest, or made protest an idle form.[44] The case must be set out precisely and clearly.[45] The facts which authorize a recovery must be stated.[46] The petition and facts must so nearly correspond that the facts cannot introduce a demand not pleaded.[47] The evidence by which the facts are to be proven need not be pleaded.[48] If the claim is one ordinarily settled by a Department, it is the safer practice to recite the application for its adjustment.[49] The petitioner of on officer, since the Tucker Act of March 3, 1887, need not, ordinarily, allege that his claim for fees has been presented to

37 Schreiner v. U. S., 6 Ct. Cl. 359.

38 U. S. v. Burns, 12 Wall. 246, 20 L. ed. 388; s. c., as Burns v. U. S., 4 Ct. Cl. 113.

39 Peirce v. U. S., 1 Ct. Cl. 195.

40 Bates v. U. S., 4 Ct. Cl. 569.

41 Armstrong v. U. S., 13 Wall. 154, 20 L. ed. 614; s. c., 6 Ct. Cl. 226; Pargoud v. U. S., 13 Wall. 156, 20 L. ed. 646; s. c., 4 Ct. Cl. 337, 349; White v. U. S., 19 Ct. Cl. 436.

42 Hill v. U. S., 8 Ct. Cl. 470.

43 Schleisinger v. U. S., 1 Ct. Cl. 16; Nicoll v. U. S., 1 Ct. Cl. 70; s. c., as Nichols v. U. S., 7 Wall. 122, 19 L. ed. 125; U. S. v. Kaufman, 96 U. S. 567, 24 L. ed. 792; Campbell v. U. S., 107 U. S. 407, 27 L. ed. 592; U. S. v. Edmondston, 181 U. S. 500, 45 L. ed. 971.

44 Mosby v. U. S., 24 Ct. Cl. 1; s. c., 133 U. S. 273, 33 L. ed. 625; Stahel v. U. S., 26 Ct. Cl. 193; Goldsborough v. U. S., 25 Ct. Cl. 73; U. S. v. Edmondston, 181 U. S. 500, 45 L. ed. 971.

45 Merchants' Exch. Co. v. U. S., 1 Ct. Cl. 332; Guttman v. U. S., 6 Ct. Cl. 111; s. c. as Stuart v. U. S., 18 Wall. 84, 21 L. ed. 816.

46 Morgan v. U. S., 14 Ct. Cl. 442, 243; Bryan v. U. S., 21 Ct. Cl. 249.

47 Baird v. U. S., 8 Ct. Cl. 13; s. c., 5 Ct. Cl. 348.

48 Noble v. U. S., Dev. 135.

49 Calkins v. U. S., 1 Ct. Cl. 382.

the accounting officer.[50] If a Congressional Committee has transmitted to the court a bill for a claimant's relief, his petition should be confined to setting forth substantially the same cause of action.[51] If the claim rests upon a statute, it is the better practice to refer specifically to the statute.[52] A petition which is not verified may be corrected,[53] unless a special statute make a verification a jurisdictional necessity.[54]

§ 674. Pleadings by defendant in Court of Claims. "Demurrers and pleas must be filed within sixty days after the filing of the petition, unless the court extend the time."[1] "If the demurrer be sustained, the claimant may, once of right, amend his petition, within such time as the court may direct; but if he decline to amend, judgment will be renderd dismissing the petition. If a demurrer be overruled the defendants may of right, plead to the petition within such time as the court may direct; but if they decline so to do, the claimant may proceed with the case, but shall not have judgment for his claim or for any part thereof, unless he shall establish the same by proof satisfactory to the court."[2] "Within three months after the filing of a set-off or counterclaim by the defendants, the claimant must answer the same by replication under oath unless the court extend the time for twenty days."[3] "When the Attorney-General pleads, under section 1086 of the Revised Statutes, that the claimant has practiced or attempted to practice fraud, he shall set forth the facts with sufficient particularity to enable the claimant to answer the same in detail; and the claimant shall, within three months after the filing of said plea, reply to the same with like particularity under oath, unless the court extends the time for ten days."[4] "Averments in regard to the time when a claim first accrued, or in regard to an alleged disability of the claimant, will be held to be put in issue by the defendant's general traverse."[5] "The Court will take notice that a claim is barred by the Statute of Limitations, when

[50] Ravesies v. U. S., 21 Ct. Cl. 243; Bryan v. U. S., Ct. Cl. 249.

[51] Choteau v. U. S., 20 Ct. Cl. 250.

[52] Noble v. U. S., Dev. 135.

[53] Griffin v. U. S., 13 Ct. Cl. 257.

[54] Cherokee Indians v. Cherokee Nations, 19 Ct. Cl. 35.

§ 674. [1] Ct. Cl. Rule 37.

[2] Ct. Cl. Rules 38, 39.

[3] Ct. Cl. Rule 40.

[4] Ct. Cl. Rule 41.

[5] Ct. Cl. Rule 23.

that appears, although the defense is not raised by the defendant's pleadings."[6] The defendant may demur at any time before pleading to the merits; and a plea in bar may, by leave of the court, be withdrawn and a demurrer filed.[7] It has been held that the United States waives a verification by filing a general traverse to an unverified petition.[8] A general traverse admits the competency of a claimant corporation to sue in its corporate capacity.[9] A traverse puts upon the petitioner the burden of proving all material allegations.[10] Matters in the petition, not denied in the traverse, are presumed to be true.[11] Special rules of pleading do not bind the Court of Claims, but are usually followed, although the pleadings are construed liberally.[12] An objection to the right of the petitioner's action should be raised by demurrer or plea.[13] It has been held that if the objection is to the jurisdiction only, it should be by plea.[14] A plea was held bad for duplicity when it set up a recovery in a previous action, and objected that the cause of action now sued upon accrued prior to the trial of such action, and might have been tried therein.[15] The United States may obtain leave after issue has been joined to plead specially to the allegations of loyalty.[16]

§ 675. Amendments in Court of Claims. "If a demurrer be sustained, the claimant may, once of right, amend his petition, with such time as the court may direct; but if he decline to amend, judgment will be rendered dismissing the petition."[1] Amendments of errors which have not misled the other party and which may be corrected without injustice, are usually allowed.[2] "A claimant desiring to amend his petition or to introduce new parties may do so at any time before final submission, without special leave, by filing an amended petition

6 Finn v. U. S., 123 U. S. 227, 31 L. ed. 128.

7 Matthew's Case, 35 Ct. Cl. 595.

8 Griffin v. U. S., 13 Ct. Cl. 257.

9 Southern Pacific Co.'s Case, 28 Ct. Cl. 77.

10 Calkins v. U. S., 1 Ct. Cl. 382.

11 Hill v. U. S., 8 Ct. Cl. 470; U. S. v. Insurance Cos., 22 Wall. 99. 22 L. ed. 816; s. c., as Home Ins. Co. v. U. S., 8 Ct. Cl. 449.

12 Little v. Dist. of Col., 19 Ct. Cl. 323.

13 Pennsylvania Co. v. U. S., 7 Ct. Cl. 401.

14 Ibid.

15 Shrewsbury v. U. S., 9 Ct. Cl. 263.

16 Pierce v. U. S., 1 Ct. Cl. 195.

§ 675. 1 Ct. Cl. Rule 38.

2 Thomas v. U. S., 15 Ct. Cl. 335; Jones v. U. S., 1 Ct. Cl. 383.

embodying the amendments desired. The right to make such amendments or to introduce new parties is subject to the objection of the defendants either before or at the trial."[3] When a case is remanded for further proof, and the order specifies the amendment allowed, further leave need not be granted.[4] A petition which is not verified may be corrected by amendment[5] unless a special statute makes verification jurisdictional.[6] An amendment showing that the suit is brought in a representative capacity, and that a decedent owned the property claimed, may be allowed.[7] A petition by joint owners may be so amended as to ask for separate judgments.[8] Suits may be consolidated.[9] "It has been a common and convenient practice in this court, where there are two suits between the same parties growing out of the same contract or cause of action, to consolidate them, to the end that the evidence in the first need not be duplicated in the second, and that both may be disposed of by one trial and argument. Conversely, under all conditions, parties have been allowed to bring in subsequently accruing demands by amendments. In such cases it is manifestly immaterial whether the second cause of action be brought in by a second suit, and the two suits be then consolidated, or whether it be brought in by directly making it a count in the original suit. The difference will be only one of form. But this practice extends properly only to cases where the cause of action is substantially the same in both suits, as for instalments successively becoming due on the same contract, or rents for different periods on the same lease. In such cases an adjudication in the first suit would be operative as *res adjudicata* or by way of estoppel in the second; that is to say, if the contract or lease has been established in the first suit, all that the plaintiff will have to show in the second will be that another instalment has become due; and, conversely, if the contract or lease has been declared void in the former suit, the defendants, in the latter one, can use the adjudication by way of estoppel."[10]

[3] Shaw v. U. S., 9 Ct. Cl. 301. For the practice, see Ct. Cl. Rule 32, *supra*, § 673.

[4] Shaw v. U. S., 9 Ct. Cl. 301.

[5] Griffin v. U. S., 13 Ct. Cl. 257.

[6] Cherokee Indians v. Cherokee Nation, 19 Ct. Cl. 35.

[7] Thomas v. U. S., 15 Ct. Cl. 335.

[8] Mott v. U. S., 3 Ct. Cl. 218; Eager v. U. S., 33 Ct. Cl. 336.

[9] Belloeque v. U. S., 8 Ct. Cl. 493.

[10] Eager v. U. S., 33 Ct. Cl. 336, 337, per Mott, C. J.

A change of parties claimant may be allowed by amendment, when no new cause of action is introduced, and the effect is to substitute one representative for another.[11] The assignor may be substituted for the assignee by amendment.[12] The vendee of the assignee may be substituted, although the claimant had assigned to another prior to his bankruptcy.[13] An administrator or executor of a decedent may be substituted for his heirs,[14] an administratrix for herself as widow.[15] In a suit against the United States and a tribe of Indians, another tribe was substituted for the latter after the statute of limitations had expired.[16] It has been held that a new party cannot be substituted by amendment when not in privity with the original ones.[17] The successor of one corporation to the franchises and property of another which had brought a suit in the Court of Claims was not allowed a substitution.[18] Unnecessary parties may be stricken out by amendment.[19] A person who at the time when the suit was commenced was under a disability, may be made a party by amendment.[20] When a claim has been referred by Congress, a party who claims as assignee cannot intervene unless the act making the reference permits his intervention.[21] A partner cannot intervene when the firm claims the same property.[22] If services rendered under the contract sued upon subsequently to the commencement of suit are brought into the case by consent, the whole matter will be disposed of as if a single cause of action.[23] An amendment may be allowed to the petition more than six years after the Statute of Limitations began to run.[24]

11 Cote v. U. S., 3 Ct. Cl. 64.

12 Burke v. U. S., 13 Ct. Cl. 231. See U. S. v. Gillis, 95 U. S. 407, 24 L. ed. 503.

13 Ches. & O. R. Co. v. U. S., 19 Ct. Cl. 300.

14 Cowan Infants' Case, 5 Ct. Cl. 106; Woodruff and Bouchard's Case, 7 Ct. Cl. 605.

15 Skelly v. U. S., 32 Ct. Cl. 227; Thomas v. U. S., 15 Ct. Cl. 335.

16 Duran v. U. S., 31 Ct. Cl. 353.

17 Ches. & O. R. Co. v. U. S., 19 Ct. Cl. 300.

18 Ches. & O. R. Co. v. U. S., 19 Ct. Cl. 300.

19 Molina v. U. S., 6 Ct. Cl. 269; Benton v. U. S., 5 Ct. Cl. 692; Roddin v. U. S., 6 Ct. Cl. 308.

20 Stanton v. U. S., 4 Ct. Cl. 456.

21 Atocha v. U. S., 6 Ct. Cl. 69.

22 Bellocque v. U. S., 8 Ct. Cl. 493.

23 Cape Ann G. Co. v. U. S., 20 Ct. Cl. 1.

24 Griffin v. U. S., 13 Ct. Cl. 257. See also Devlin v. U. S., 12 Ct. Cl. 266.

§ 676. Attorneys in Court of Claims. "Suits may be commenced by the claimant in person, or through his attorney in fact, or an attorney of this court. If the claimant in represented by an attorney in fact, the power must be filed with the clerk, and its execution must be proved or acknowledged before an officer authorized to take acknowledgments of deeds,"[1]

"Any person of good moral character, who has been admitted to practice in the Supreme Court of the United States, or in the highest court of the District of Columbia, or in the highest court of any State or Territory, may be admitted, on motion in open court, to practice as an attorney and counselor of this court. He may also be admitted by an order at chambers, on its being shown by affidavit or otherwise that he is qualified as above provided."[2] "Whoever, being elected or appointed a Senator, Member of, or Delegate to Congress, or a Resident Commissioner, shall, after his election or appointment, and either before or after he has qualified, and during his continuance in office, practice in the Court of Claims, shall be fined not more than ten thousand dollars and imprisoned not more than two years; and shall, moreover, thereafter be incapable of holding any office of honor, trust, or profit under the Government of the United States."[3] "There shall be but one attorney of record for the claimant in any case at any one time. A firm of attorneys will be regarded as the attorney of record."[4] "Petitions, pleadings, and motions on the part of the claimant will be signed by the attorney of record; pleadings and motions on the part of the United States, by the proper assistant attorney-general."[5]

"Attorneys of record, or the claimant, if he appear in person, on appearing in a suit, will register with the clerk of the court a post-office address, to which all notices required by these rules or ordered by the court may be sent."[6] "Counsel, other than the attorney of record, may be heard on either side at the trial or in any stage of the proceedings, but shall not be entitled to file pleadings, give notices, or make motions."[7] Counsel can-

§ 676. [1] Ct. Cl. Rule 6.
[2] Ct. Cl. Rule 8.
[3] Jud. Code, § 144; 36 St. at L. 1087, re-enacting in substance U. S. R. S., § 1058.
[4] Ct. Cl. Rule 9.
[5] Ct. Cl. Rule 11.
[6] Ct. Cl. Rule 14.
[7] Ct. Cl. Rule 13.

not make motions in their own name nor in the name of the attorney of record without his authority.[8]

§ 677. **Evidence before the Court of Claims.** The following statutes and rules regulate evidence before the Court of Claims:—"The Judges and clerks of said court may administer oaths and affirmations, take acknowledgments of instruments in writing, and give certificates of the same."[1] "Whenever it is material in any claim to ascertain whether any person did or did not give any aid or comfort to the forces or government of the Confederate States during the late Civil War, the claimant asserting the loyalty of any such person to the United States during said Civil War shall be required to prove affirmatively that such person did, during said Civil War, consistently adhere to the United States, and did give no aid or comfort to persons engaged in said Civil War."[2] "The Court of Claims shall have power to appoint Commissioners to take testimony to be used in the investigation of claims which come before it, to prescribe the fees which they shall receive for their services, and to issue commissions for the taking of such testimony, whether taken at the instance of the claimant or of the United States."[3] "When it appears to the court in any case that the facts set forth in the petition of the claimant do not furnish any ground for relief, it shall not authorize the taking of any testimony therein."[4] "The court may, at the instance of the attorney or solicitor appearing in behalf of the United States, make an order in any case pending therein, directing any claimant in such case to appear, upon reasonable notice, before any commissioner of the court, and be examined on oath touching any or all matters pertaining to said claim. Such examination shall be reduced to writing by the said commissioner, and he returned to and filed in the court, and may, at the discretion of the attorney or solicitor of the United States appearing in the case, be read and used as evidence on the trial thereof. And if any claimant, after such order is made and due and reasonable

[8] In the Matter of Counsel, 32 Ct. Cl. 231.

§ 677. [1] Jud. Code, § 188, 36 St. at L. 1087, re-enacting U. S. R. S., § 1071.

[2] Ibid., § 161, re-enacting in substance U. S. R. S., § 1074.

[3] Ibid., § 163, re-enacting U. S R. S., § 1075.

[4] Ibid., § 165, re-enacting U. S. R. S., § 1077.

notice thereof is given to him, fails to appear, or refuses to testify or answer fully as to all matters within his knowledge material to the issue, the court may, in its discretion, order that the said cause shall not be brought forward for trial until he shall have fully complied with the order of the court in the premises."[5] The right to investigate before the trial does not extend beyond the examination of the claimant. He is not responsible for the failure of one of his witnesses to attend; and the prosecution of the case can only be stayed in case of his refusal to testify.[6] A corporate claimant may be required to produce its officers for examination before trial in the same manner as if a bill of discovery had been filed against it.[7] "In taking testimony to be used in support of any claim, opportunity shall be given to the United States to file interrogatories, or by attorney to examine witnesses, under such regulations as said court shall prescribe; and like opportunity shall be afforded the claimant, in cases where testimony is taken on behalf of the United States, under like regulations."[8] "The commissioner taking testimony to be used in the Court of Claims shall administer an oath or affirmation to the witnesses brought before him for examination."[9] It has been held that *ex parte* affidavits filed with a committee of Congress, and transmitted with the claim, are inadmissible as evidence;[10] but that *ex parte* affidavits taken by the officers of the government required to make an investigation, and transmitted with the papers, may be received.[11] Vouchers, papers, proofs, and documents sent by the head of a Department to the Court of Claims, under Section 1063 of the Revised Statutes, are not necessarily evidence.[12] No person is now excluded as a witness in the Court of Claims because he is a party to or interested in the suit.[13] "No person shall be excluded as a witness

5 Ibid., § 166, re-enacting U. S. R. S., § 1080.

6 Macauley v. U. S., 11 Ct. Cl. 575; Atchison, T. & S. F. R. Co. v. U. S., 15 Ct. Cl. 1.

7 Atchison, T. & S. F. R. Co. v. U. S., 15 Ct. Cl. 1.

8 Jud. Code, § 169, 36 St. at L. 1087, re-enacting U. S. R. S., § 1083.

9 Ibid., § 170, re-enacting U. S. R. S., § 1084.

10 Smith v. U. S., 19 Ct. Cl. 690.

11 Chickasaw Nation v. U. S., 19 Ct. Cl. 133.

12 Brannen v. U. S., 20 Ct. Cl. 219. *Cf.* § 671, *supra*.

13 24 St. at L., ch. 359, § 8, p. 506; U. S. v. Clark, 96 U. S. 37, 24 L. ed. 696.

in the Court of Claims on account of color or because he or she is a party to or interested in the cause of proceeding; and any plaintiff or party in interest may be examined as a witness on the part of the Government."[14] "The testimony in cases pending before the Court of Claims shall be taken in the county where the witness resides, when the same can be conveniently done."[15] When a witness can be conveniently examined before a judge of this court either party, at any time prior to the examination, may move for an order directing that his deposition be so taken. "The court may order a witness or a claimant to be produced before the court or one of the Judges thereof for examination."[16]

"The Court of Claims may issue subpœnas to require the attendance of witnesses in order to be examined before any person commissioned to take testimony therein, and such subpœnas shall have the same force as if issued from a District Court, and compliance therewith shall be compelled under such rules and orders as the court shall establish."[17] "If a witness, having been duly summoned and his fees tendered him, shall fail or refuse to appear and testify before any officer authorized to take his testimony, a rule upon him will be issued by the court, on motion, to show cause why a fine should not be imposed upon him; and if he fail to show sufficient cause, he shall be fined not exceeding one hundred dollars."[18]

"The fees of witnesses shall be such as are now, or may hereafter be, prescribed by Congress, and shall be paid by the party at whose instance the witnesses appear."[19] Subpœnas and other writs of process of the Court of Claims may be served all over the United States.[20] The territorial jurisdiction of the Court of Claims is not confined to the District of Columbia.[21] A return by the head of a Department stating that to furnish information or papers would in his opinion be injurious to the public

[14] Act of February 5, 1912, 37 St. at L. p. —, re-enacting in substance U. S. R. S., § 1078.

[15] Ibid., § 167, re-enacting U. S. R. S., § 1081.

[16] Ct. Cl. Rule 48. As to the practice and punishment of disobedience by contempt, see Elting v. U. S., 27 Ct. Cl. 158.

[17] Jud. Code, § 168, 36 St. at L. 1087, re-enacting U. S. R. S., § 1082.

[18] Ct. Cl. Rule 49.

[19] Ct. Cl. Rule 50.

[20] Jones v. U. S., 1 Ct. Cl. 383, 398; Sykes v. U. S., 8 Ct. Cl. 330.

[21] Ibid.

interest, is a sufficient answer to the request of the Court of Claims for such information or papers.[22] It has been held that the Court of Claims has no power to call upon an executive department for evidence of acknowledgments or promises, so as to take a claim out of the Statute of Limitations.[23] "When a petition is filed and the proper Department, in response to calls therefor, has without unnecessary delay reported or had refused so to do, and issue of fact has been joined, either party may proceed to take testimony; but if issue is pending on demurrer such issue must be disposed of before testimony is taken."[24] "Unless the court order a witness to testify orally on the trial the evidence of witnesses must be by deposition, taken either before a commissioner of the court, or a judge of a court of the United States, or a judge of a court of record in a State or Territory of the United States, or a United States commissioner or a notary public."[25] "When a witness can be conveniently examined before a julge of this court, either party, at any time prior to the examination, may move for an order directing that his deposition be so taken. The court may order a witness or a claimant to be produced before the court or one of the judges therefor for examination."[26]

"Depositions obtained in foreign countries must be taken on written interrogatories sent out under a special commission issued by the clerk. Depositions may be taken in like manner within the United States, by consent of parties, or when authorized by the court, or by the chief justice or a judge in vacation. The written interrogatories must be filed in the clerk's office, and notice thereof given to the adverse party. Within fifteen days after such notice the adverse party may file objections to any of the interrogatories, specifically stating the grounds of objection and may either file cross-interrogatories, or a notice that he will cross-examine the witnesses orally, which notice shall be attached to the special commission. If he file cross-interrogatories, the other party may, within fifteen days thereafter, file objections thereto, specifically stating the grounds of objection. No objection to an interrogatory or a cross-interrogatory will be considered at the trial unless taken before

22 13 A. G. Op. 539.

23 Leonard v. U. S., 18 Ct. Cl. 382.

24 Ct. Cl. Rule 46.

25 Ct. Cl. Rule 47.

26 Ct. Cl. Rule 48.

the commission issues."[27] "When a deposition is taken upon written interrogatories and written cross-interrogatories, neither the Attorney-General, nor the claimant, his agent or attorney, nor any other person, shall be present at the examination of the witness; which fact shall be certified by the officer taking the deposition, who shall, in such cases, propound the interrogatories and cross-interrogatories to the witness in their order, and reduce his answer to writing in the witness' own words."[28] "The party proposing to take depositions on oral examination shall cause fifteen days' notice to be given thereof to the other party, or his attorney. The notice must be in writing, and state the names of the witnesses to be examined, the day of the month, the hour, and the place of taking the deposition, and, if practicable, the name of the officer before whom such depositions are to be taken. But no deposition, except by consent of parties or the order of court, shall be taken during a day when the attorney of record for the claimant or the attorney of the Department of Justice charged with preparation of the case or cases in which the deposition is to be used is so engaged in the trial of cases in court that he cannot attend. It shall be the duty of the attorney receiving a notice to take depositions, in case he can not attend for the reason stated herein, to notify the attorney on the opposite side that he will be unable to attend at the time and place stated in the notice. When the claimant proposes to take a deposition, and the witness resides more than 500 miles from Washington, or when the defendants propose to take the deposition, and the witness resides more than 500 miles from the claimant or his attorney, one day's further notice shall be given for every additional hundred miles."[29] "If a deposition is to be taken on behalf of the claimant in the District of Columbia three days' notice shall be sufficient and if it be taken on behalf of the defendants a like notice shall be sufficient when the claimant's attorney resides or has an office within the District. But if there be no reason for taking the deposition on such short notice the court or a judge thereof will enlarge the time."[30] "When a deposition is taken by oral examination,

[27] Ct. Cl. Rule 51.
[28] Ct. Cl. Rule 52.
[29] Ct. Cl. Rules 53, 54
[30] Ct. Cl. Rule 55.

each question propounded to the witness must be recorded, and his answers must be taken down, in his own words.[31]

"No general objection to any question shall be noticed by the officer; but where an objection is made on specifically stated grounds, the officer shall record the same."[32] Objections to form or on the ground that the evidence is not the best evidence should be taken at the deposition or before the trial.[33] Objections to relevancy may be taken on the trial.[34] "When depositions are taken on notice, as provided in Rule 53, if both parties are present or represented at the time and place specified in the notice, either party may, after the examination of the witnesses produced under the notice, be entitled to produce and examine other witnesses; but in such case one day's notice must be given to the adverse party, or his attorney, there present."[35]

"Witnesses must be sworn or affirmed, before any questions are put to them, to tell the truth, the whole truth, and nothing but the truth, relative to the cause in which they are to testify; and each witness shall then state his name, age, occupation, and place of residence; whether he has any, and, if any, what interest, direct or indirect, in the claim which is the subject of inquiry; and whether, and in what degree, he is related to the claimant. At the conclusion of the deposition, the witness shall state whether he knows of any other matter relative to the claim in question; and if he does, he shall state it. The testimony of the witness when completed shall be read over to him, and be signed by him in the presence of the officer. In his return the officer must show that the witness was properly sworn or affirmed, and that the answers were taken down in his presence and read over to and signed by the witness."[36] "The officer must so connect the sheets of the deposition that they cannot be tampered with and should return they sealed together. He should sign, and make the witness sign, each sheet; and he must spare no pains to return to the court the exact evidence he has taken. All exhibits must be carefully marked so as to be capable of immediate identification, and, when practicable, must be attached to the deposition under seal."[37] "The officer

31 Ct. Cl. Rule 57.
32 Ct. Cl. Rule 59.
33 Hughes v. U. S., 4 Ct. Cl. 61.
34 Ibid
35 Ct. Cl. Rule 59.
36 Ct. Cl. Rule 62.
37 Ct. Cl. Rules 63, 64.

must state in the caption of the deposition the cause in which it was taken, the place and date of taking, the name of the witness, the party by whom called, and the names of the parties and counsel present. And in the body of the deposition must also be shown by whom the witness was examined and cross-examined. In no case shall a deposition be taken before a commissioner of the court or other officer (authorized to take depositions) who has any office connection or business employment with the parties to the suit or their attorneys except by consent of parties and when no other officer is accessible, and in his certificate to such depositions such officer shall so certify. Failure to so certify shall be deemed sufficient ground to suppress such deposition."[38] "The officer must inclose the depositions and exhibits in a packet, under his seal, and direct the same to the clerk of the Court of Claims at Washington, D. C., and deposit the package in the post-office, or in an express office, or he may transmit the same by a messenger, whose name shall be by him indorsed on the packet. Depositions reaching the clerk's office in any other way may, on motion, be stricken from the files."[39] "If the officer's fees be not paid at the time of taking the deposition, he should indorse on the outside of the packet the name and number of the case and for which party the testimony was taken, also the gross amount of his fees and disbursements, and inclose inside a detailed statement thereof. The packet when so indorsed must not be opened until the party for whom the depositions were taken deposits with the clerk the amount indorsed thereon unless such deposit be waived in writing by the officer. The clerk will then open the packet, and tax the officer's charges at the rates hereinafter provided, and will immediately transmit to him the amount taxed, returning the overplus, if any, to the party. *Provided,* That depositions taken for the Government may be opened and used by the parties in the preparation of a case without the Department of Justice furnishing a certificate that the fees of a commissioner or other officer have been paid, but such depositions cannot be read in evidence until such certificate has been furnished. The money will be transmitted by draft or registered letter, and the clerk will retain his vouchers therefor."[40]

[38] Ct. Cl. Rule 65.

[39] Ct. Cl. Rule 66.

[40] Ct. Cl. Rule 67.

"The fee shall be 20 cents a folio of 100 words for taking in handwriting and returning depositions. When the depositions are in shorthand and typewritten, the fee shall be 25 cents a folio.

If the commissioner is not a stenographer he may employ a stenographer to take down and write out the testimony of the witness. The testimony so taken down by the stenographer must, nevertheless be given in the presence of the commissioner, who will be held responsible for the accuracy of the depositions subscribed by the witness. If the stenographer's fees be not paid at the time of taking the deposition, he may transmit a statement to the clerk, and the deposition will then be held by the clerk, subject to the provisions of Rule 67.

When but one deposition is taken on one notice, the commissioner shall receive not less than $3."[41] "Any commissioner charging in excess of the prescribed fees, except under a previous written agreement with the parties, will be deemed guilty of improper and illegal conduct, and his commission will be revoked."[42]

"Objections to the notice or the form and manner of taking or returning the testimony must be made in writing and filed within one month after notice of the filing of the deposition, or they will be considered as waived."[43]

"The Attorney-General may offer in evidence properly certified information and papers from any Executive Department without calling for the same under the provisions of section 1076 of the Revised Statutes. A call for such information and papers will be made at claimant's request, on the approval of any judge in chambers. Such calls must show that the evidence called for is relevant, material, and competent. A call will not be issued for evidence which presumptively is in the possession of the claimant, such as copies of letters sent by the defendants' officers to the claimant, contracts in duplicate, one of which is retained by the claimant, or any documentary evidence which the claimant can himself produce. On the receipt of an answer to the call the clerk will notify the claimant's counsel and the Attorney-General."[44] "All information and papers furnished

[41] Ct. Cl. Rule 68.

[42] Ct. Cl. Rule 69.

[43] Ct. Cl. Rule 70.

[44] Ct. Cl. Rule 71. As to what documentary evidence is admitted, see The Ship Parkman, 35 Ct. Cl.

by an Executive Department in response to a call, or through the Attorney-General, are subject to objection by either party according to the rules of evidence at the common law; but neither party will be required to produce the originals of such papers, or to prove their execution, unless the party objecting to such papers files in the clerk's office a written denial of their genuineness. Such information and papers in reply to a claimant's call, not objected to by him before trial, will be regarded as evidence offered by claimant."[45] "Any information or papers certified from any Executive Department, and filed in any cause, may be used and applied in any other pending cause to which the same may be applicable or pertinent, notice thereof being filed."[46] "The court may, at the instance of the Attorney-General, order any claimant, his agent or attorney, to produce in court, or before any officer authorized to take depositions, any letters, papers, deeds, documents, or other writings in his possession or subject to his control, in any way relating to the claim sued upon; and any claimant, his agent or attorney, who, after due notice, refuses to produce such letters, papers, deeds, documents, or other writings, when in his power to do so, shall be subject to attachment for contempt; or the court may direct the petition to be dismissed."[47]

"The testimony and briefs will not be printed except by order of the court on written motion therefor. In printing the testimony the notices and the officers' captions and certificates will be omitted; but to each deposition there must be prefixed a title in the following form: Depositions of —— ——, *for claimant* [or defendants, as the case may be], *taken at* ——, *on the day of* ——, *19—; claimant's counsel,* —— ——; *defendant's counsel,* —— ——."[48] "If the claimant objects to printing information or papers so returned, and the Attorney-General request to have the same printed, the clerk will note a memorandum of such request in the copy for the printer, with his initials attached, and when such information or papers are printed the same will be regarded as evidence offered on the part of the defense."[49] "Before printing a return made to a

406, 409; Block v. U. S., 7 Ct. Cl. 406.

[45] Ct. Cl. Rule 72.

[46] Ct. Cl. Rule 73.

[47] Ct. Cl. Rule 75.

[48] Ct. Cl. Rule 78.

[49] Ct. Cl. Rule 80.

call, the chief clerk will withhold from the copy for the Public Printer—First. All papers of which copies have been previously printed in the record of the case, and for this purpose he will compare the two copies, and if variations are found he will take the directions of the Chief Justice or any judge in chambers before sending the return to the printer. Second. All certificates of authenticity and certificates of acknowledgments. Third. All papers which both parties agree to omit. Fourth. All papers which a judge in chambers orders to be omitted." [50]

"If the claimant objects to printing information or papers so returned, and the Attorney-General request to have the same printed, the clerk will note a memorandum of such request in the copy for the printer, with his initials attached; and when such information or papers are printed, the same will be regarded as evidence offered on the part of the defense." [51] "The printed papers required by these rules must be in long primer type on *unglazed* paper and in royal octavo pages, and the style and number of the case must be prefixed, and the paging in large distinct type in the upper corner of the page. The printed paging of evidence, either for the claimant or the defendants, shall be a continuation of the record and continuous throughout the whole record and shall be properly indexed. The attorneys for the claimant and for the defendants will see that the paging of their Request for Findings and Briefs follow the paging of that part of the record already printed when the brief is prepared." [52] "The deposition of a claimant, taken under section 1080 of the Revised Statutes, shall not be printed, unless the Attorney-General shall first have filed in the case a written declaration of his intention to read the same in evidence on the trial; and the filing of such declaration shall be considered as the exercise of the discretion vested in that officer by said section, and shall entitle the claimant to read the examination as evidence at the trial, if the Attorney-General declines to do so, unless for good cause shown the court shall otherwise order." [53]

"If a claim which was at any time before the Commissioners of Claims, appointed under the act of March 3, 1871, be transmitted to this court by either House of Congress, or by any committee thereof, under said act, and with such claim there be

[50] Ct. Cl. Rule 79.
[51] Ct. Cl. Rule 80.
[52] Ct. Cl. Rule 81.
[53] Ct. Cl. Rule 82.

transmitted depositions, which were duly taken in conformity with the rules of said Commission, such depositions may be used by either party as evidence, subject to such objections to their competency or relevancy as might be made if the deponents were examined in open court, or their depositions were regularlytaken under the rules of this court."[54] "If it be made to appear that besides the depositions so transmitted, there are among the papers of said Commission other like depositions relating to the claimant's loyalty, or to the merits of his claim, the chief justice or any judge of the court may authorize such depositions, or duly certified copies thereof, to be obtained and filed in the clerk's office, to be used as evidence in the same manner and on the same terms as if they had been transmitted with the claim."[55]

After the taking of testimony is closed and the case placed on the calendar, neither party can take new testimony without an order of the court upon an application, when the new facts sought to be proved must be stated with sufficient particularity to enable the opposing party to answer them; and the withdrawal of a case that has been submitted and its remand to the calendar will not authorize the taking further evidence without such special leave.[56]

§ 678. Motions and notices in Court of Claims. "Motions will be heard in the first instance before the chief justice or a judge at chambers. They must be in writing and come to him through the clerk's office. Those which are *ex parte* will be acted upon; those which are not *ex parte* will be sent to the law calendar for argument unless accompanied by the consent of the opposite party."[1] "In cases where the action of the court is necessary, or where the above procedure will not be properly applicable, the moving party may call the attention of the court to the fact and request such disposition of the motion as may be deemed suitable or necessary."[2] A motion to amend a petition under Rule 32 will be regarded as *ex parte* and entered as allowed by the clerk, and the suggestion of the death of the claimant and the motion to substitute his executor or administrator, under Rule 35, will also be regarded as *ex parte* and

[54] Ct. Cl. Rule 76.

[55] Ct. Cl. Rule 77.

[56] Giddings' Case, 29 Ct. Cl. 12.

§ 678. [1] Ct. Cl. Rule 43.

[2] Ct. Cl. Rule 44.

entered as allowed by the clerk. A motion to consolidate cases involving substantially the same issues will also be regarded as *ex parte*. But these orders will be subject to the objections of the defendants, either at or before the trial. Any brief filed in connection with a motion must be printed or typewritten."[3] "Parties filing petitions, pleadings, and motions, except motions for calls on Departments, must at the same time leave with the clerk written notice thereof, addressed to the attorney of the adverse party, and the clerk will mail the same and note the fact on the general docket. All other notices to adverse parties may be served in like manner. The clerk's entry on his docket will be *prima facie* evidence of the service. In the computation of time, the day of service will be excluded, and the day on which a party is required to appear, or on which an act is required to be done, will be included."[4]

§ 679. Abatement and revivor. "If the claimant die pending the suit, his death may be suggested on the record, and his proper representative may, on motion, and on filing a duly authenticated copy of the record of his appointment as executor or adminisirator may be admitted to prosecute the suit without special leave, but subject to the objection of the defendants either before or at the trial."[1] "On the death of a sole claimant, if his executor or administrator does not come in and prosecute the action, as provided in Rule 35, on or before the first ten days of the next term after the suggestion is made, the case may be dismissed, provided the Attorney-General shall have served notice upon the attorney of record in the case three months at least before the commencement of such term."[2] Where there is a dispute as to the proper party to revive, the proceedings may be stayed till the determination of the State Court of probate.[3]

§ 680. Discontinuance and withdrawal of papers. A claimant cannot dismiss his own suit without the consent of his attorney or the permission of the court.[1] When two suits

[3] Ct. Cl. Rule 45.

[4] Ct. Cl. Rule 104.

§ 679. [1] Ct. Cl. Rule 35. See Ct. Cl. Rule 45, quoted § 674, *supra*.

[2] Ct. Cl. Rule 103. See Atlantic Constr. Co.'s Case, 35 Ct. Cl. 30.

[3] Cosgrove Adm'x v. U. S., 33 Ct. Cl. 167.

§ 680. [1] Redfield's Case, 27 Ct. Cl. 473.

have been brought upon the same claim, that first brought must first be tried, unless it is discontinued by permission of the court.[2] "Any person having an interest wishing to see any papers on file in the clerk's office will apply therefor to the chief or assistant clerk. No papers shall be permanently withdrawn or temporarily taken out of the clerk's office except on motion for good cause shown, and upon such terms as the court or a judge may order."[3]

§ 681. **Trials in Court of Claims.** "The Court of Claims shall hold one annual session at the city of Washington, beginning on the first Monday in December and continuing as long as may be necessary for the prompt disposition of the business of the court. Any three judges of said court shall constitute a quorum, and may hold a court for the transaction of business. *Provided*, That the concurrence of three judges shall be necessary to the decision of any case."[1] "When the claimant has closed his evidence he shall enter the case in the Notice Book kept by the clerk. Where the defendants have closed their evidence they shall enter the fact in the Notice Book, and as soon thereafter as the claimant shall file the requests for facts and brief, as required by Rule 85, and note the same upon the Notice Book, the case shall be placed upon the Trial Calendar. The taking of testimony by either party shall be deemed closed upon the filing of a brief, and therafter no witness shall be re-examined or other testimony taken by such party without leave of court on motion showing reasons therefor. The Calendar will be made up at the beginning of every term and cases will be placed thereon in the order in which they are ready. At the end of each month cases which have subsequently become entitled to be placed upon the Calendar will be placed at the foot. Defendants are expected to prepare their defense and to file briefs, so far as practicable, in the order of the entry of cases in the Notice Book. Should defendants unreasonably delay the preparation of the defense, claimants may move that the case be placed upon the Calendar."[2] "Such request must be in the following terms: *'The claimant, considering the facts hereinafter set forth to be proven, and deeming them material to the*

[2] Ibid.
[3] Ct. Cl. Rule 112.
§ 681. [1] Jud. Code, § 138, 36 St. at L. 1087, re-enacting U. S. R. S., § 1050.
[2] Ct. Cl. Rule 90.

due presentation of this case in the findings of fact, requests the court to find the same as follows.' Following this request must be a statement, in the form of distinct numbered propositions, of the facts which the party desires to have found; and each proposition must be so prepared with respect to its length, subject, and phraseology, that the court may conveniently pass upon it; and they must be so arranged as to present a concise statement, in orderly and logical sequence, of the whole case, as the party desires it to appear in the findings of fact. Subjoined to each proposition must be references to the pages of the record or to the unprinted evidence relied on in its support; but no evidence must be set out. Documents which may enter into the findings of fact need not be presented in the statement, but may be referred to therein by the pages of the record."[3] "The defendants, within thirty days after the filing of the Claimant's brief and request for finding of fact, shall file their printed brief and request for finding of facts, and should indicate the requests on the claimant's part to which no objection is made. The defendants shall furnish the claimant with ten copies of such printed brief and request for findings of facts, to be used in making up the trial record, and shall file fifteen copies in the clerk's office. If the claimant, by leave of court, has filed six typewritten copies of his brief and requests, as provided for in Rule 85, the defendants may also file typewritten copies. If the defendant's brief contains statements of fact which the claimant controverts, he must file a reply brief; otherwise it will be assumed that he concedes the facts stated. Where claimant's requested findings are not agreed to, the defendants will point out specifically their objections to each finding, and suggest any changes therein they may desire. After this is done, defendants may request such additional findings as they deem material. Such request must be in form and substance like that required of the claimant by the next preceding rule."[4] "The attorney of each party shall append to his brief a table of depositions, letters, documents, or other papers which he may offer in evidence on the trial, with references to the pages of the record, and if they be not of the paged record, then to the places where they may be found."[5]

[3] Ct. Cl. Rule 86.

[4] Ct. Cl. Rule 87.

[5] Ct. Cl. Rule 88.

"If the claimant neglect, for two years after filing his petition, to close his proof and give notice to the Attorney-General, as required by Rule 90, the defendants may place the case on the Trial Calendar; and after thirty days' notice to the attorney of record, or if there be no attorney of record, then to the claimant at his last known place of residence, they may move to dismiss such case for nonprosecution. This rule shall also apply to cross actions by the defendants against claimant. All demurrers, pleas, and motions that have been on the Law Calendar for two years may, on motion of either party, be submitted; and upon failure so to do such motion shall be placed on a calendar to be known as the 'Stet-Calendar.' If thereafter for a period of two years nothing further has been done toward the disposal of the motion, the clerk is ordered to strike the same from the files. No case on the 'Stet-Calendar' shall be restored to the Law Calendar until briefs have been filed by both parties and they are ready to dispose of the same. No case on the 'Stet-Calendar' need be printed."[6] "Whenever, in any case which the claimant has not put on the Calendar, it shall be shown to the court on motion that an early decision thereof is important to the interests of the Government, the case may, in the discretion of the court, be placed on the Calendar by the defendants."[7] "No case in which a printed record is required will be heard unless the claimant makes up in book form and has ready at the time of trial a complete record of the case, consisting of the printed pleadings, evidence, and requests for facts and briefs, paged consecutively. All citations from, or references to, such pleadings, evidence and briefs must be by the consecutive paging of such book. Each book shall contain on the first page thereof a complete index of its contents. At the time of trial of the case the claimant shall furnish a copy of such printed record to each member of the court, and shall furnish one copy for the defendants and deliver one copy to the bailiff for binding. This rule shall also apply to cases submitted."[8]

§ 682. **References by Court of Claims.** The Court of Claims cannot delegate its powers, but may refer cases involving complicated accounts and facts to a special commissioner to

[6] Ct. Cl. Rule 92.
[7] Ct. Cl. Rule 93.
[8] Ct. Cl. Rule 96.

state the accounts, marshal the assets, and adjust the losses.[1] Where several persons seek to recover the proceeds of property from a common fund, a reference is proper.[2] If the claimant's neglect to furnish items makes a reference necessary, he must bear the expense.[3] Notice of a reference must be given to all parties thereto.[4] Exceptions should be taken if a party is not satisfied with the commissioner's findings.[5]

§ 683. New trials. "When a judgment is rendered against any claimant, the court may grant a new trial for any reason which, by the rules of common law or chancery in suits between individuals, would furnish sufficient ground for granting a new trial."[1] "The Court of Claims at any time while any claim is pending before it, or on appeal from it, or within two years next after the final disposition of such claim, may, on motion, on behalf of the United States, grant a new trial and stay the payment of any judgment therein, upon such evidence, cumulative or otherwise, as shall satisfy the court that any fraud, wrong, or injustice in the premises has been done to the United States; but until an order is made staying the payment of a judgment, the same shall be payable and paid as now provided by law."[2] "A new trial will not be granted where, upon the whole case, justice has been done between the parties and the judgment is substantially right, although there may have been some mistakes committed at the trial. In cases transmitted to the court by Congress or either House, or a committee thereof, or by the head of a Depratment, under the acts of March 3, 1883, ch. 116, (1 Supp. R. S., 2d ed., 403), and March 3, 1887, ch. 359 (1 Supp. R. S., 2d ed., 559), and in cases under the French Spoliation Act of January 20, 1885, ch. 25, (1 Supp. R. S., 2d. ed., 471), motions for new trials will not be entertained after the findings have been reported as required by law."[3] "A motion

§ 682. [1] Intermingled Cotton Cases, 92 U. S. 651, 23 L. ed. 756.

[2] Persons v. U. S., 10 Ct. Cl. 502; Crowell v. U. S., 6 Ct. Cl. 23.

[3] Jones v. U. S., 4 Ct. Cl. 197.

[4] Ibid.

[5] Bright v. U. S., 12 Ct. Cl. 646.

§ 683. [1] Jud. Code, § 174, 36 St. at L. 1087, re-enacting U. S. R. S., § 1087. See § 478, *supra*.

[2] Ibid., § 175, re-enacting U. S. R. S., § 1088. This applies to claims under the Indian Depredations Act of March 3, 1891, 26 St. at L. 851; Sanderson v. U. S., 210 U. S. 168.

[3] Ct. Cl. Rule 105.

for a new trial, other than under Revised Statutes, section 1088, must be founded upon one or more of the following grounds: First, error of fact; second, error of law; and third, newly discovered evidence. It must be made at the term in which the judgment is rendered."[4] "A motion founded upon an error of fact must specify with minuteness the fact or facts which are regarded as erroneously found or erroneously omitted to be found by the court, with full reference to the evidence which is relied on to support the motion."[5] "A motion founded upon error of law must specify with like minuteness the points upon which the court is supposed to have erred, with references to the authorities relied upon to support the motion."[6] "A motion by the claimant upon the ground of newly-discovered evidence will not be entertained unless it appear that the newly-discovered evidence came to the knowledge of the claimant, his attorney of record, or counsel after the trial and before the motion was made; that it was not for want of due diligence that it did not sooner come to his knowledge; that it is so material that it would probably produce a different judgment if the new trial were granted; and that it is not cumulative. Such motion must be accompanied by the affidavit of the claimant or his attorney of record, setting forth—"First. The facts in detail which the claimant expects to be able to prove, and whether the same are to be proved by witnesses or by documentary evidence. Second. The name, occupation, and residence of each and every witness whom it is proposed to call to prove said facts. Third. That the said facts were unknown to either the claimant or his attorney of record, and, if other counsel was employed at the trial, were unknown to such counsel, until after the close of the trial. Fourth. The reasons why the claimant, his attorney of record, or counsel could not have discovered said evidence before the trial, by due diligence."[7] "Such motion for a new trial must also be accompanied by the brief of the moving party, a copy of which must be served upon the opposing party, who must within 30 days thereafter file his brief in response thereto. The issue thus raised will be considered by the judges in conference upon such briefs and affidavits, if any, and will then be decided or sent to the Law Calendar for argu-

[4] Ct. Cl. Rule 106.
[5] Ct. Cl. Rule 107.
[6] Ct. Cl. Rule 108.
[7] Ct. Cl. Rule 109.

ment."[8] A misunderstanding as to a supposed agreement to have a case abide the result of an appeal from another judgment is a ground for granting a new trial.[9] It has been held that a delay of three years is a sufficient reason for denying a motion by the claimant for a new trial.[10] A motion for a new trial, after an interlocutory decree, may be made more than two years subsequently to the decree, when final judgment has not been entered.[11] The court may grant a new trial after an appeal, provided the record has been returned.[12]

It has been held that the claimant cannot move for a new trial after the record has been sent to the Supreme Court upon appeal;[13] nor in a Congressional case after the case has been reported by the court to Congress;[14] but when another bill, involving the same claim, has been subsequently referred to the court by a House of Congress, that operates to return the findings to the Court of Claims, which thereupon regains jurisdiction, and may grant a new trial upon proof of fraud.[15]

A new trial may be granted on motion of the United States, within two years after the "final disposition" of the claim, although the judgment of the court has been affirmed and the mandate of affirmance filed.[16] The words "final disposition" mean the final determination on appeal, if taken, or if there is none, then its final determination in the Court of Claims.[17] The Court of Claims has the right to determine whether or not the motion for a new trial was made in time, and its decision is not subject to review if it has jurisdiction to act.[18] A motion on behalf of the United States need not be disposed of within two years.[19] A motion for a new trial on behalf of the United States

8 Ct. Cl. Rule 110.

9 Belknap v. U. S., 150 U. S. 588, 37 L. ed. 1191.

10 Figh v. U. S., 3 Ct. Cl. 97.

11 Sampson's Case, 42 Ct. Cl. 378.

12 Roberts v. U. S., 92 U. S. 41, 23 L. ed. 646; Belknap v. U. S., 150 U. S. 588, 37 L. ed. 1191.

13 Monroe's Case, 37 Ct. Cl. 79. The filing of an application for an appeal does not deprive the court of jurisdiction to grant a new trial. Cherokee Nation v. Whitmire, 223 U. S. 108, 111.

14 Rymarkiewicz's Case, 42 Ct. Cl. 1.

15 Hartien's Case, 42 Ct. Cl. 42.

16 *Ex parte* U. S., 16 Wall. 699, 21 L. ed. 507.

17 *Ex parte* Russell, 13 Wall. 664, 20 L. ed. 632.

18 Young v. U. S., 95 U. S. 641, 24 L. ed. 467; U. S. v. Cruseil, 12 Wall. 175, 20 L. ed. 384.

19 Bellocq v. U. S., 13 Ct. Cl. 195.

may be made while an appeal is pending in the Supreme Court, and that court will not dismiss an appeal because of such motion; unless the motion is granted and a new trial ordered.[20] The right of the United States to move for a new trial is analogous to the right of an individual to file a bill of review in chancery to set aside a former decree, or a bill impeaching a decree for fraud.[21] Neither the lack of diligence nor the laches of the officers of government is sufficient ground for a new trial.[22] A new trial on motion of the United States will be granted, if it appears *prima facie* that wrong had been done the government.[23] The fact that the amount involved in a cause precludes an appeal is no reason for a new trial.[24] A new trial will not be granted because a party failed to communicate to his attorney essential evidence;[25] nor, if new evidence could have been discovered with due diligence before the first trial;[26] nor beause the claimant was insane at the first trial, and has since been restored to health, in the absence of other sufficient reasons;[27] nor for new evidence which is merely cumulative;[28] nor if the new evidence is merely such as impeaches the character or credit of the witness;[29] nor for an omission of the court to find a fact, which, if found, would not control the case.[30] Motions analogous to motions to set aside a verdict because contrary to the weight of evidence will not be allowed as a matter of right.[31] A rehearing on a point presented and considered in the argument and disposition of the case, will not be granted unless desired by one of the judges who rendered judgment.[32]

If it appears that newly-discovered evidence may change the

[20] U. S. v. Ayres, 9 Wall. 608, 19 L. ed. 625; s. c. as Ayers v. U. S., 5 Ct. Cl. 712; U. S. v. Young, 94 U. S. 258, 24 L. ed. 153.

[21] *Ex parte* Russell, 13 Wall. 664, 20 L. ed. 632. See *supra*, §§ 446–451.

[22] Child v. U. S., 6 Ct. Cl. 44.

[23] Douglas v. U. S., 11 Ct. Cl. 655; Ayers v. U. S., 5 Ct. Cl. 712; s. c. as U. S. v. Ayres, 9 Wall. 608, 19 L. ed. 625; Tait v. U. S., 5 Ct. Cl. 638.

[24] Deeson v. U. S., 5 Ct. Cl. 626.

[25] Armstrong v. U. S., 6 Ct. Cl. 226.

[26] Garrison v. U. S., 2 Ct. Cl. 382; s. c., 7 Wall. 688, 19 L. ed. 277.

[27] Bramhall v. U. S., 6 Ct. Cl. 238.

[28] Silvey v. U. S., 7 Ct. Cl. 305; Payan v. U. S., 15 Ct. Cl. 56.

[29] Payan v. U. S., 15 Ct. Cl. 56.

[30] Rhine v. U. S., 15 Ct. Cl. 59.

[31] Calhoun v. U. S., 14 Ct. Cl. 193.

[32] Fendall v. U. S., 12 Ct. Cl. 305.

basis of the judgment and entitle the party to a review on the law, a new trial may be granted;[33] or if a motion because of newly-discovered evidence appeals to the court's sense of justice, and shows the existence of strong *prima facie* reasons for doubting the correctness of a finding, a rehearing will be granted on that point,[34] and the findings may be amended for the better information of the Supreme Court without changing the result below.[35] When the claimant's affidavit on the motion for a new trial shows that the witness on whom he relies is in the government employ, he may be excused for not presenting his affidavit.[36] When a case has been dismissed for want of prosecution, it will not be reinstated unless the petition states a cause of action.[37]

Ex parte testimony admitted on the hearing of a motion is sufficient to warrant the granting of a new trial.[38] If an unsatisfied judgment which might have been pleaded as a set-off existed, but was unknown to the defendant's attorney at the trial, it is cause for a new trial.[39] A new trial cannot be granted to the United States, because certain evidence which was not deemed material was not offered on the first trial; nor if allowed, it will enable the defendant to interpose a technical defense against a just claim.[40] An error of law which may be corrected on appeal is not a ground for a new trial.[41]

§ 684. Judgments in Court of Claims. "Any person who corruptly practices or attempts to practice any fraud against the United States in the proof, statement, establishment, or allowance of any claim, or of any part of any claim against the United States, shall *ipso facto* forfeit the same to the Government; and it shall be the duty of the Court of Claims, in such cases, to find specifically that such fraud was practiced or attempted to be practiced, and thereupon to give judgment that such claim is forfeited to the Government, and that the claimant be forever barred from prosecuting the same."[1] Such

33 Murphy v. U. S., 15 Ct. Cl. 217.

34 Ibid.

35 Jaeger v. U. S., 33 Ct. Cl. 214.

36 Murphy v. U. S., 15 Ct. Cl. 217.

37 Whitney v. U. S., 18 Ct. Cl. 19; Flores v. U. S., 18 Ct. Cl. 352; Wade v. U. S., 21 Ct. Cl. 141.

38 Ayers v. U. S., 5 Ct. Cl. 712.

39 Childs v. District of Columbia, 19 Ct. Cl. 332.

40 Ford v. U. S., 18 Ct. Cl. 62, 70

41 Ealer v. U. S., 5 Ct. Cl. 708.

§ 684. 1 Jud. Code, § 172, 36 St. at L. 1087, re-enacting U. S. R. S.,

a finding may be made upon a new trial, although the original judgment has been paid, and the claimant fails to appear.[2] "No interest shall be allowed on any claim up to the time of the rendition of judgment thereon by the Court of Claims, unless upon a contract expressly stipulating for the payment of interest."[3] "In cases where the judgment appealed from is in favor of the claimant, and the same is affirmed by the Supreme Court, interest thereon at the rate of five per centum shall be allowed from the date of its presentation to the Secretary of the Treasury for payment as aforesaid, but no interest shall be allowed subsequent to the affirmance, unless presented for payment to the Secretary of the Treasury as aforesaid."[4] Where a claim was referred under a special act to the Court of Claims to be determined according to the rules and regulations heretofore adopted by the United States in settlement of like cases, in which interest had been allowed, it was held that interest might be allowed when previously allowed by Congress in the adjustment of like cases.[5] Where a factor had filed a claim against the proceeds of captured or abandoned property, which exceeded his original claim, it was held that he might be allowed interest up to the time of the rendition of the judgment.[6] Interest on a judgment begins to run when a certified copy is presented for payment, and ceases when the mandate of affirmance is issued or ordered to be issued.[7] It has been held that the amount of judgment cannot be corrected after its satisfaction, even though there was an arithmetical error in the court's opinion.[8]

"Any final judgment against the claimant on any claim

§ 1086. For a form of a judgment in such a case, see Peychaud v. U. S., 16 Ct. Cl. 601, and U. S. v. Moore, 3 MacA. 226, 233.

2 Peychaud v. U. S., 16 Ct. Cl. 601.

3 Jud. Code, § 177, 36 St. at L. 1087, re-enacting U. S. R. S., § 1091; Hobbs v. U. S., 19 Ct. Cl. 220; Tilson v. U. S., 100 U. S. 43, 25 L. ed. 543; Harvey v. U. S., 113 U. S. 243, 28 L. ed. 987.

4 U. S. R. S., § 1090.

5 U. S. v. McKee, 91 U. S. 442, 23 L. ed. 326; s. c. as McKee v. U. S., 10 Ct. Cl. 208 and 231.

6 Villalonga v. U. S., 10 Ct. Cl. 428; s. c. as U. S. v. Villalonga, 23 Wall. 35, 23 L. ed. 64.

7 Hobbs v. U. S., 19 Ct. Cl. 220. Interest was allowed under the general terms of a special statute in U. S. v. Old Settlers, 148 U. S. 427, 478, 37 L. ed. 509, 510.

8 Russell v. U. S., 15 Ct. Cl. 168.

persecuted as provided in this chapter shall forever bar any further claim or demand against the United States arising out of the matters involved in the controversy."[9] It has been held that this section relates only to judgments upon the merits, and does not change the rule of common law, nor does it do more than attach to final judgments the conclusiveness which the common law ascribes to them.[10] A judgment sustaining a demurrer to a petition which failed to allege the necessary facts does not bar an action founded upon a petition which alleges such fact.[11] A judgment in favor of the United States on a suit for a breach of covenant to furnish specified freight for transportation does not bar an action for the consideration agreed to be paid for the freight actually transported.[12]

A final judgment is conclusive, although the Supreme Court subsequently reverses a similar judgment, and holds that the decision of the Court of Claims in the case in question was erroneous.[13] An action for rent due in instalments may be brought as frequently as the respective sums become due, and a judgment in a suit for one instalment will not bar a suit to recover rent not due at the time when the first petition was filed.[14] A judgment of the Court of Claims from which an appeal is taken, is not a final judgment within the meaning of the statute.[15] When a claimant has consented to a judgment against him on a general demurrer, he cannot subsequently sue on the same cause of action with substantially the same averments.[16]

"In all cases of final judgments by the Court of Claims, or, on appeal, by the Supreme Court, where the same are affirmed in favor of the claimant, the sum due thereby shall be paid out of any general appropriation made by law for the payment and satisfaction of private claims, on presentation to the Secretary of the Treasury of a copy of said judgment, certified by the

9 Jud. Code, § 179, 36 St. at L. 1087, re-enacting U. S. R. S., § 1093.

10 Spicer v. U. S., 5 Ct. Cl. 34.

11 Ibid.

12 Shrewsbury v. U. S., 9 Ct. Cl. 263.

13 Osborn v. U. S., 9 Ct. Cl. 153.

14 Cross v. U. S., 14 Wall. 479, 20 L. ed. 721; s. c., 8 Ct. Cl. 1; s. c., 5 Ct. Cl. 88.

15 Green v. U. S., 18 Ct. Cl. 93.

16 Porter v. U. S., 20 Ct. Cl. 307.

clerk of the Court of Claims, and signed by the chief justice, or, in his absence, by the presiding judge of said court." [17]

Appropriation acts usually provide that no judgment shall be paid until the right of appeal has expired.[18] An appeal from a judgment before the right to appeal has expired is not vacated by the appropriation by Congress of the amount to pay the judgment.[19] It has been held that an appropriation for the payment of "private claims" means claims which the Executive Departments have rejected, or over which they have no jurisdiction; and that the appropriation is for debts not to be paid out of the specific appropriations.[20]

"The payment of the amount due by any judgment of the Court of Claims and of any interest thereon allowed by law, as provided in § 1092, shall be a full discharge to the United States of all claim and demand touching any of the matters involved in the controversy." [21] The Court of Claims has jurisdiction to inquire whether one of its judgments has been properly executed.[22]

§ 685. Costs in the Court of Claims. If the United States puts in issue the plaintiff's right to recover, the court may in its discretion allow the prevailing party, whether plaintiff or defendant, costs from the time of joining such issue.[1] The costs include only disbursements for the fees of witnesses and clerks.[2]

§ 686. Appeals from Court of Claims. "An appeal to the Supreme Court shall be allowed, on behalf of the United States, from all judgments of the Court of Claims adverse to the United States, and on behalf of the plaintiff in any case where the amount in controversy exceeds three thousand dollars, or where his claim is forfeited to the United States by the judgment of said court, as provided in section one thousand and

17 U. S. R. S., § 1089.

18 See for example, 21 St. at L. 252, ch. 234.

19 U. S. v. Jones, 119 U. S. 477, 30 L. ed. 440.

20 Sweeney v. U. S., 5 Ct. Cl. 285, 290; s. c., 8 Ct. Cl. 134; s. c., 17 Wall. 75, 21 L. ed. 575.

21 U. S. R. S., § 1092. See Hobbs v. U. S., 19 Ct. Cl. 220; U. S. v. Frerichs, 124 U. S. 315, 320, 31 L. ed. 471, 472; s. c. as Freirichs v. U. S., 21 Ct. Cl. 16.

22 Pam-To-Pee v. U. S., 187 U. S. 371, 47 L. ed. 221.

§ 685. 1 Jud. Code, § 152, re-enacting 24 St. at L. 505, § 15.

2 Jud. Code, § 176, re-enacting 24 St. at L. 505, § 15.

eighty-nine."[1] The following rule regulates the practice in such appeals: "In all cases hereafter decided in the Court of Claims in which, by the Act of Congress, such appeals are allowable, they shall be heard in the Supreme Court upon the following record, and none other: 1. A transcript of the pleadings in the case, of the final judgment or decree of the court, and of such interlocutory orders, rulings, judgments, and decrees as may be necessary to a proper review of the case. 2. A finding by the Court of Claims of the facts in the case established by the evidence in the nature of a special verdict, but not the evidence establishing them; and a separate statement of the conclusions of law upon said facts, upon which the court founds its judgment or decree. The finding of facts and conclusions of law to be certified to this court as a part of the record."[2] "In all cases in which judgments or decrees have heretofore been rendered, where either party is by law entitled to an appeal, the party desiring it shall make application to the Court of Claims by petition for the allowance of such appeal. Said petition shall contain a distinct specification of the errors alleged to have been committed by said court in its rulings, judgment, or decree in the case. The court shall, if the specification of alleged error be correctly and accurately stated, certify the same, or may certify such alterations and modifications of the points decided and alleged for error as, in the judgment of said court, shall distinctly, fully and fairly present the points decided by the court. This, with the transcript mentioned in Rule 1 (except the statement of facts and law therein mentioned), shall constitute the record on which those cases shall be heard in the Supreme Court."[3] "In all cases an order of allowance of appeal by the Court of Claims, or the chief justice thereof in vacation, is essential, and the limitation of time for *granting* such appeal shall cease to run from the time an application is made for the allowance of appeal."[4] "In all cases in which either party is entitled to appeal to the Supreme Court, the Court of Claims shall make and file their finding of facts, and their conclusions of law therein, in open court, before or at

§ 686. [1] Jud. Code, § 242, reenacting U. S. R. S., § 707. See chapter on Writs of Error and Appeals.

[2] Appeals from Ct. Cl., Rule 1.

[3] Appeals from Ct. Cl., Rule 2.

[4] Appeals from Ct. Cl., Rule 3.

the time they enter their judgment in the case." [5] "In every such case, each party, at such time before trial and in such form as the court may prescribe, shall submit to it a request to find all the facts which the party considers proven and deems material to the due presentation of the case in the finding of facts." [6] "Application for appeal to the Supreme Court of the United States from any judgment or decree of this court must be in writing, and signed by the claimant or his attorney of record, if the appeal be on his behalf; or if taken by the United States, it must be signed by the Attorney-General or the proper Assistant Attorney-General." "Such application, if made when the court is not in session, must be filed with the clerk, and the date of filing the same must be indorsed upon it and noted upon the general docket." [7] Upon an appeal from the Court of Claims only questions of law are involved [8] except under special statutes.[9] "Where Congress directs the Court of Claims to take jurisdiction in equity of a controversy, the Supreme Court on appeal may review the facts and the evidence must be certified with the transcript. Where both parties appeal, although the items of the disallowance of which the plaintiff complains amount to less than three thousand dollars, still he may avail himself of any thing in the case which properly shows that the judgment in his favor was not for too large a sum; and consequently if the appeal of the United States is sustained in part, the items which were improperly disallowed may be set off against those which were improperly allowed.[10] "All appeals

[5] Appeals from Ct. Cl., Rule 4. The evidence should not be certified, except under special statutes giving the Court of Claims jurisdiction in equity. U. S. v. Anciens Establissements, 224 U. S. 309, 56 L. ed. 778. For a case which was remanded because the findings were insufficient, see Ripley v. U. S., 222 U. S. 144, 56 L. ed. 131. A reply of the Court of Claims to a request of the executive officer charged with the execution of its judgment for a further opinion, was regarded by the Supreme Court as part of the decision. U. S. ex rel. Lowe v. Fisher, 223 U. S. 95, 56 L. ed. 364.

[6] Appeals from Ct. Cl., Rule 5.

[7] Ct. Cl. Rule 111.

[8] Talbert v. U. S., 155 U. S. 45, 39 L. ed. 64. This rule cannot be obviated by certifying the evidence to the Supreme Court. U. S. v. Anciens Establissements, 224 U. S. 309, 56 L. ed. 778.

[9] U. S. v. Old Settlers, 148 U. S. 427, 463, 464, 37 L. ed. 509, 522, 523. See Harvey v. U. S., 105 U. S. 671, 691, 26 L. ed. 1206, 1213.

[10] U. S. v. Mosby, 133 U. S. 273, 281, 33 L. ed. 625, 628.

from the Court of Claims shall be taken within ninety days after the judgment is rendered."[11] Where after a decree of the Court of Claims in favor of the petitioner, an act of Congress was passed, whereupon the court made another decree granting the same relief; it was held that an appeal could be taken within ninety days from the time of the entry of the second decree.[12] When a motion for a new trial is duly made the time to appeal does not begin to run until that has been decided.[13]

[11] Jud. Code, § 243, re-enacting U. S. R. S., § 708. But see U. S. v. Davis, 131 U. S. 36, 39, 33 L. ed. 93, 94.

[12] Cherokee Nation v. Whitmire, 223 U. S. 108, 56 L. ed. 370.

[13] Ibid., 223 U. S. 108, 56 L. ed. 370.

CHAPTER XXXVI.

WRITS OF ERROR AND APPEALS.

§ 687. Writs of error and appeals in general. A writ of error is the appropriate proceeding for the review of the judgment of a court of law.[1] An appeal is the appropriate proceed-

§ 687. [1] Ward v. Gregory, 7 Peters, 633, 8 L. ed. 810; National Live Stock Bank of Chicago v. National Bank of Geneseo, 203 U. S. 296, 51 L. ed 192; Behn, Meyer & Co. v. Campbell & Co Tanco, 205 U. S. 403, 51 L. ed. 857; Mulenberg Co. v. Dyer, C. C. A., 65 Fed. 634; U. S. ex rel. Schauffler v. Fidelity & Deposit Co. of Maryland, C. C. A., 147 Fed. 228; Kibler v. Gulf Land & Lumber Co., C. C. A., 166 Fed. 861. It has been held that the following orders, judgments and decrees, can be reviewed only by writ of error and not by appeal: A final order upon an application for a mandamus; Ward v. Gregory, 7 Pet. 633, 8 L. ed. 810; Muhlenberg County v. Dyer, C. C. A., 65 Fed. 634; Carter County v. Schmalstig, C. C. A., 127 Fed. 126. A final order or judgment in a proceedings for seizure and forfeiture of land. Armstrong's Foundry v. U. S., 6 Wall. 766, 18 L. ed. 882; or personal property. U S. v. Emholt, 105 U. S. 414, 26 L. ed. 1077. A judgment in an action upon a promissory note. Jones v. Lavallette, 5 Wall. 579, 18 L. ed. 550; Teeg v. Suffert, C. C. A., 167 Fed. 125. See Price v. U. S., C. C. A., 169 Fed. 791. In the last two cases, appeals from the United States Court for China were dismissed. An action in the United States Court of China upon the bond of a Consul General of the United States for misconduct in office. Cunningham v. Rodgers, C. C. A., 171 Fed. 835. A judgment of a Federal court upon a legal cause of action at common law to recover a sum of money. Courtney v. Pradt, C. C. A., 160 Fed. 561. A judgment in an action for the allotment of dower, although the ancient common-law procedure in such an action has been abrogated by the laws of the State. Parish v. Ellis, 16 Pet 451, 10 L. ed. 1028. A judgment on a scire facias to enforce a forfeited recognizance. Kerr v. U. S., C. C. A., 159 Fed. 428. A judgment of the Court of Appeals of the District of Columbia, affirming a final order of the Supreme Court of that District which admitted to probate and record a certain writing as a last will and testament, after the verdict of a jury. Ormsby v. Webb, 134 U. S. 47, 33 L. ed. 805, or after a trial without a jury, Campbell v. Porter, 162 U. S. 478, 40 L. ed. 1044, or affirmed an order in a proceeding to condemn land: Metropolitan R. R. Co. v. District, 195 U. S. 322, 49 L. ed. 219. The judg-

ing for the review of the decree of a court of equity[2] or ad-

ment of the Supreme Court of the Territory of Oklahoma affirming a judgment of replevin, although the case was tried without a jury. Nat. Live Stock Bank of First Nat. Bank, 203 U. S. 296, 51 L. ed. 192. A judgment of the Supreme Court of the Philippine Islands affirming a judgment of the court of land registration dismissing an application for registration of land. Carino v. The Insular Government of the Philippine Islands, 212 U. S. 449, 53 L. ed. 594; Tiglae v. Insular Government of the Philippine Islands, 215 U. S. 410, 54 L. ed. 257. A judgment upon an intervention by third opposition under sections 395 to 400 of the Louisiana Code of Practice, by a person claiming that property seized on execution is exempt from seizure and sale; New Orleans v. Louisiana Construction Co., 129 U. S. 45, 32 L. ed. 607. A judgment or decree of condemnation and forfeiture, or dismissing a libel praying seizure and forfeiture, under the Pure Food & Drugs Act. Four Hundred and Forty-three Cans of Frozen Egg Product v. U. S., 226 U. S. 172, 57 L. ed. —, U. S. v. Seven Hundred and Seventy-nine Cases of Molasses, C. C. A., 174 Fed. 325; U. S. v. Hudson Mfg. Co., C. C. A., 200 Fed. 956. A judgment in a criminal case; Bucklin v. U. S., 159 U. S. 680, 40 L. ed. 304; Sena v. U. S., C. C. A., 147 Fed. 485. An order punishing a person for contempt of an order in a case at law or in equity; Gould v. Sessions, C. C. A., 67 Fed. 163. But see Nassau El. R. Co. v. Sprague El. R. & M. Co., C. C. A., 95 Fed. 415; *supra*, §§ 434, 436, 437. Upon an appeal from the final decree there may be a review of so much of the order as imposes a fine to indemnify a party injured by the contempt. Worden v. Searls, 121 U. S. 14, 26, 30 L. ed. 853, 857. A judgment after a trial by jury of the issues raised upon a petition of intervention founded upon a legal cause of action; Rouse v. Hornsby, C. C. A., 67 Fed. 219, 222; Texas & Pac Ry. Co. v. Bloom's Adm'r, 164 U. S. 636, 643, 41 L. ed. 580, 583; Thompson v. Northern Pac. Ry. Co., C. C. A., 93 Fed. 384. And an order or judgment adjudicating a party a bankrupt, or refusing such an adjudication, which is founded upon a verdict of a jury; Elliott v. Toeppner, 187 U. S. 327, 47 L. ed. 200; Frederic L. Grant Shoe Co. v. W. M. Laird Co., 203 U. S. 502, 51 L. ed. 292; Duncan v. Landis, C. C. A., 106 Fed. 839. But see Lockman v. Lang, C. C. A., 128 Fed. 279. No appeal can be taken from the final order or decree of a State court, although the proceeding was equitable in its nature. *Cf.* §§ 666, 667, 669, *supra*. Final orders, judgments, and decrees of State courts can be reviewed only by writ of error. U. S. R. S., § 709; Verden v. Coleman, 22 How, 192, 16 L. ed 336; *infra*, § 500.

[2] Marin v. Lalley, 17 Wall. 14, 21 L. ed. 596; Brewster v. Wakefield, 22 How. 118, 16 L. ed. 301; Swift Fertilizer Works v. Okolona Cotton Oil Co., C. C. A., 186 Fed. 158. It has been held that the following orders, judgments and decrees, can be reviewed only by appeal and not by writ of error: A final order or decree in a suit or proceeding, which in its essential nature is the foreclosure of a mortgage; Marin v. Lalley, 17 Wall. 14.

miralty.[3] A writ of error is the institution for a new suit in the court of review.[4] An appeal is a new trial of the suit in the appellate court.[5] The decisions of the District Courts in suits upon claims against the United States are reviewed by appeal or writ of error according to the nature of each case.[6] An appeal cannot be altered by amendment into a writ of error,[7] even if it is accompanied by a bill of exceptions.[8] Where the remedy is doubtful it is the safer practice to take out both a writ of error and an appeal. In such a case a single assignment of errors is sufficient.[9] It has been held that a judgment in an action against a common carrier for a penalty under

21 L. ed. 596; Brewster v. Wakefield, 22 How. 118, 16 L. ed. 301; Southern Pine Co. v. Ward, 208 U. S. 126, 136. A proceeding to enforce a mechanic's lien by a sale of the property subject thereto, and a personal judgment for the deficiency, under a statute providing that the practice shall be in like manner and with like effect as in actions for the foreclosure of mortgages, Idaho & O. L. I. Co. v. Bradbury, 132 U. S. 509, 33 L. ed. 433. A judgment of the Court of Appeals of the District of Columbia affirming a final settlement by the Orphans' Court of an account of an executrix, Kenaday v. Sinnott, 179 U. S. 606, 614, 45 L. ed. 339, 344. A judgment or decree of a court of the United States in the exercise of matters which are usually within the jurisdiction of probate courts. Laurel Oil & Gas Co. v. Galbreath Oil & Gas Co., C. C. A., 165 Fed. 162. An order denying a petition to set aside a sale by a receiver of a national bank, Files v. Brown, C. C. A., 124 Fed. 133. A judgment by a District Court upon an appeal from a commissioner's order of deportation, U. S. v. Hung Chang, C. C. A., 134 Fed. 19; Lee Lung On v. U. S., C. C. A., 159 Fed. 125. A judgment for damages for personal injuries, awarded by a special master to an intervenor in a foreclosure suit. Nashville Ry. & Light Co. v. Bunn, C. C. A., 168 Fed. 862. A judgment or decree in a suit by a judgment creditor to collect the amount of his claim from a company which has insured the judgment debtor from liability because of the same. Thomson v. Travelers' Ins. Co., C. C. A., 161 Fed. 867. An order of a District Court of the United States, *Re* Morrissey, 137 U. S. 157, 158, 34 L. ed. 644, 645; *Re* Neagle, 135 U. S. 1, 42, 34 L. ed. 55, 63; Rice v. Ames, 180 U. S. 371, 45 L. ed. 577; or of the Supreme Court of the Philippine Islands, Fisher on Behalf of Barcelon v. Baker, 203 U. S. 174, 51 L. ed. 142.

[3] Supra, § 592.

[4] Simpson v. First Nat. Bank, C. C. A., 129 Fed. 257, 259.

[5] Irvine v. The Hesper, 122 U. S. 256, 30 L. ed. 1175.

[6] Chase v. U. S., 155 U. S. 489, 39 L. ed. 234; *supra*, § 97.

[7] Kerr v. U. S., C. C. A., 159 Fed. 428; Price v. U. S., C. C. A., 169 Fed. 791.

[8] Price v. U. S., C. C. A., 169 Fed. 791.

the Twenty-eight Consecutive Hour Law[10] may be reviewed by writ of error, sued out on the part of the United States, when the Government is thereby aggrieved.[11] When the record is brought before it by a writ of error, the court looks into it to see if any error of law was committed by the inferior court. There can be no reversal by the Supreme Court[12] or a Circuit Court of Appeals upon a writ of error for any error of fact.[13] Where the evidence is contained in a bill of exceptions, the court may determine whether there was any evidence at all to support the facts essential to the judgment.[14] Upon an appeal the appellate court regularly reviews the case upon the evidence taken in the inferior court, and certified to it.[15]

To these rules of the English practice the Federal statutes have made certain exceptions. Upon a writ of error there can

[10] Lockman v. Lang, C. C. A., 132 Fed. 1.

[11] 34 St. at L. 607, Comp. St. Supp. 1907, p. 918.

[12] U. S. v. Baltimore & O. S. W. R. Co., C. C. A., 159 Fed. 33, aff'd. 220 U. S. 94, 55 L. ed. 384. It has been held that an order denying an application for naturalization can be reviewed by neither writ of error nor appeal. U. S. v. Dolla, C. C. A., 177 Fed. 101. *Contra*, U. S. v. Breen, 135 App. Div. (N. Y.) 824.

[13] U. S. R. S., § 1011; Wiscart v. Dauchy, 3 Dall. 321, 327, 1 L. ed. 619; U. S. v. Goodwin, 7 Cranch, 108, 110, 3 L. ed. 284, 285; Cohens v. Virginia, 6 Wheat. 264, 5 L. ed. 257; Genores v. Campbell, 11 Wall. 193, 20 L. ed. 110; United States v. Dawson, 101 U. S. 569, 25 L. ed. 791; England v. Gebhardt, 112 U. S. 502, 28 L. ed. 811; Martinton v. Fairbanks, 112 U. S. 670, 28 L. ed. 862; Dower v. Richards, 151 U. S. 658, 38 L. ed. 305 (where the cases are reviewed by Mr. Justice Gray); Elliott v. Toeppner, 187 U. S. 327; Behn, Meyer & Co. v. Campbell & Co Tanco, 205 U. S. 403, 51 L. ed. 857; Cedar Rapids Gas Co. v. Cedar Rapids, 223 U. S. 655, 668, 56 L. ed. 604.

[14] Paul v. Delaware, L. & W. R. Co., 130 Fed. 951; Ling Su Fan v. U. S., 218 U. S. 302, 54 L. ed. 1049, 30 L.R.A.(N.S.) 1176; Ware v. Wunder Brewing Co. of San Francisco, C. C. A., 160 Fed. 79; Lew Moy v. U. S., C. C. A., 164 Fed. 322; Chin Man Can v. United States, C. C. A., 170 Fed. 187. Where it appears from the face of the patents that extrinsic evidence is not needed to explain the terms of art therein, or to apply the descriptions to the subject matter, and the court is able from mere comparison to comprehend what are the inventions described in each patent, and from such comparison whether one devise infringes upon the other, the question of infringement or no infringement is one of law and susceptible of determination on a writ of error. Singer Manufacturing Co. v. Cramer, 192 U. S. 265, 48 L. ed. 437.

[15] *Re* Neagle, 135 U. S. 1, 42, 34 L. ed. 55, 63.

be no reversal for error in ruling any plea in abatement, such as the plea of the pendency of another suit, other than a plea to the jurisdiction of the court.[16] A decision upon a motion to dismiss because by the death of a party the action has abated, affects the jurisdiction and can be reviewed upon a writ of error.[17] Formerly a writ of error could not issue from the Supreme Court of the United States to a judgment of a Territorial Court in a case not tried by a jury, and the review by the Supreme Court of the United States of a judgment of a Territorial Court in this continent in a case not tried by a jury could only be by an appeal.[18] In such a case, instead of the evidence at large, a statement of the facts of the case in the nature of a special verdict, with the rulings of the court on the admission or rejection of evidence when excepted to, was required to be made and certified by the court below. The Supreme Court of the United States could then only consider the exceptions to the rulings on evidence and also whether the decree could be sustained upon the findings, without reference to the weight of evidence or its sufficiency to support the findings [19] except in

[16] U. S. R. S., § 1011, as amended 18 St. at L., ch. 80, p. 318; Piquignot v. Penn. R. Co., 16 How. 104, 14 L. ed. 863; Stephens v. Monongahela Bank, 111 U. S. 197, 28 L. ed. 399. See Cunningham v. Rodgers, C. C. A., 171 Fed. 835.

[16a] Price v. U. S., C. C. A., 169 Fed. 791.

[17] Henderson v. Henshall, 54 Fed. 320, 330; Martin's Adm'r v. B. & O. R. Co., 151 U. S. 673, 703, 38 L. ed. 311, 322. "The proceeding is an action which is commenced by a writ, and the cause of the action is the damage sustained by the parties from the error in the previous judgment, and this damage equally attaches on the survivor in this as in any other action." Lord Ellenborough in Clark v. Rippon, 1 B. & Ald. 586; quoted in Moses v. Wooster, 115 U. S. 285, 29 L. ed. 391, and Martin's Adm'r v. B. & O. R. Co., 151 U. S. 673, 703, 38 L. ed. 311, 322.

[18] 18 St. at L. 27; Stringfellow v. Cain, 99 U. S. 610, 25 L. ed. 421; Cannon v. Pratt, 99 U. S. 619, 25 L. ed. 446; Gray v. Howe, 108 U. S. 12, 27 L. ed. 634; Thompson v. Ferry, 180 U. S. 484, 45 L. ed. 633; Armijo v. Armijo, 181 U. S. 558, 45 L. ed. 1000. The rule was otherwise as to the review of judgments of the Supreme Court of the former Territory of Oklahoma. Comstock v. Eagleton, 196 U. S. 99, 49 L. ed. 402; Oklahoma City v. McMaster, 196 U. S. 529, 49 L. ed. 587; National Live Stock Bank of Chicago v. National Bank of Geneseo, 203 U. S. 296, 51 L. ed. 192.

[19] Ibid.; Stur v. Beck, 133 U. S. 541, 33 L. ed. 761; San Pedro & C. D. A. Co. v. U. S., 146 U. S. 120, 36 L. ed. 912; Young v. Amy, 171 U. S. 179, 43 L. ed. 127; Harrison

an extraordinary case.[20] This rule did not apply to appeals from the Supreme Court of the Philippines but appeals from Porto Rico were subject to the rules similar to those regulating appeals from the continental Territories.[22] Upon an appeal from the Court of Claims, the evidence is not included in the findings; and the Supreme Court does not review the decision upon questions of fact.[23]

§ 688. Review by the Supreme Court of decisions of the Federal courts. The Judicial Code provides: "Appeals and writs of error may be taken from the district courts, including the United States district court of Hawaii, direct to the Supreme Court in the following cases: In any case in which the jurisdiction of the court is in issue,[1] in which case

v. Perea, 168 U. S. 311, 42 L. ed. 478; Mammoth Min. Co. v. Salt Lake F. & M. Co., 151 U. S. 447, 38 L. ed. 229; Black v. Jackson, 177 U. S. 349, 44 L. ed. 801; Caffrey v. Oklahoma Territory, 177 U. S. 346, 44 L. ed. 799; Rogers v. U. S., 141 U. S. 548, 35 L. ed. 853; Herrick v. Boquillas L. & C. Co., 200 U. S. 96, 50 L. ed. 388; Eagle Mining Co. v. Hamilton, 218 U. S. 513, 54 L. ed. 1131.

[20] Halsell v. Renfrow, 202 U. S. 287, 292, 50 L. ed. 1032; Nielsen v. Steinfeld, 224 U. S. 534, 56 L. ed. 872.

[21] Dela Rama v. Dela Rama, 201 U. S. 303, 50 L. ed. 765.

[22] Garzot v. De Rubio, 209 U. S. 283, 52 L. ed. 794; Rosaly v. Graham, 227 U. S. 584, 57 L. ed. —.

[23] S. C. Rules on Appeals from Ct. Cl.; *supra*, § 457; Talbert v. U. S., 155 U. S. 45, 39 L. ed. 64. This rule does not apply to suits in equity brought in the Court of Claims under special statutes. U. S. v. Old Settlers, 148 U. S. 427, 37 L. ed. 509; Harvey v. U. S., 105 U. S. 671, 691, 26 L. ed. 1206, 1213; La Abra S. Min. Co. v. U. S., 175 U. S. 423, 44 L. ed. 223.

§ 688. [1] 1 Jud. Code, § 238, 36 St. at L. 1087, re-enacting in substance 26 St. at L. 827. The words "at issue" are not confined to a formay issue raised by the findings, but include every case in which a question of jurisdiction is distinctly raised in any form. Shepard v. Adams, 168 U. S. 618, 42 L. ed. 602; Powers v. Chesapeake & O Ry. Co., 169 U. S. 92, 42 L. ed. 673; Board of Trade v. Hammond El. Co., 198 U. S. 424, 49 L. ed. 1111; Kendall v. Am. Automatic Loom Co., 198 U. S. 477, 49 L. ed. 1133. The jurisdiction intended by the statute is the judisdiction of the court below in the suit wherein the decree appealed from is entered, nots its jurisdiction to render a former decree, where the suit wherein the appeal is taken seeks to set aside. Carey v. Houston & T. C. Ry. Co., 150 U. S. 170, 37 L. ed. 1041. The question of jurisdiction must be one involving the District Court as a Federal court Louisville Trust Co. v. Knott, 191 U. S. 225, 233, 48 L. ed. 159, 161; Bache v. Hunt, 193 U. S. 523, 48 L. ed. 774. It must be one of initial jurisdiction. U. S. v. Swan, C. C. A., 65 Fed. 647.

649, per Taft, J. It has been said that it must be either a case where the jurisdiction of the Federal court as a Federal court is put in issue, or, where an issue is raised, whether jurisdiction over the defendant was ever obtained by proper process. Alton Water Co. v. Brown, C. C. A., 166 Fed. 840, 842. The following questions have been held to be jurisdictional and reviewable immediately by the Supreme Court: Whether there exists the necessary citizenship, Mexican Central Ry. Co. v. Eckman, 187 U. S. 429, 47 L. ed. 245; Patch v. Wabash R. Co., 207 U. S. 277, 52 L. ed. 204; or a Federal question, Blackburn v. Portland Gold Min. Co., 175 U. S. 571, 44 L. ed. 276; Giles v. Harris, 189 U. S. 475, 47 L. ed. 909; in a case originally brought in the Federal court, Ibid.; or removed there from a State court, Patch v. Wabash R. Co., 207 U. S. 277, 52 L. ed. 204. Whether suit can be brought in a District Court of the United States in a particular district, although the general Federal jurisdiction is not disputed. Davidson Bros. Marble Co. v. U. S., 213 U. S. 10, 53 L. ed. 675; U. S. v. Congress Const'n. Co., 222 U. S. 199, 56 L. ed. 163. Whether the value of the matter in dispute was sufficient to give the court of first instance jurisdiction even when that depends upon a question of fact, Wetmore v. Rymer, 169 U. S. 115, 42 L. ed. 682. Whether a suit was brought by a stockholder by collusion between him and his corporation, for the fraudulent purpose of invoking the jurisdiction of the Federal court concerning a controversy, which really exists between that corporation and another defendant; Chicago v. Mills, 204 U. S. 321, 51 L. ed. 504. Whether a Federal court, Sheppard v. Adams, 168 U. S. 618, 42 L. ed. 602; or a State court, from which the case was removed, Remington v. Central Pac. R. Co., 198 U. S. 95, 49 L. ed. 959; St. Louis Cotton Compress Co. v. American Cotton Co., C. C. A., 125 Fed. 196; acquired jurisdiction over the defendant by valid service; see Davis v. C. C. C. & St. L. Ry. Co., 217 U. S. 157, 54 L. ed. 708; Am. Security Co. v. Dist. of Columbia, 224 U. S. 491, 56 L. ed. 856; Hays v. Richardson, C. C. A., 121 Fed. 536; or by an attachment, which was not irregular, Davis v. Cleveland C. C. & St. L. Ry. Co., C. C. A., 156 Fed. 775; nor fraudulent, Hays v. Richardson, C. C. A., 121 Fed. 536; or by a general appearance, Davis v. Cleveland C. C. & St. L. Ry. Co., C. C. A., 156 Fed. 775; Olds v. Herman H. Hettler Lumber Co., C. C. A., 195 Fed. 9 (whether giving a forthcoming bond was a general appearance). Whether a petition for a removal was filed in proper time, Powers v. Chesapeake & O. Ry. Co., 169 U. S. 92, 42 L. ed. 673. Whether the court of first instance, after a removal, has power to set aside an order of the State court, previously made; Remington v. Central Pac. R. Co., 198 U. S. 95, 49 L. ed. 959. Whether a court of admiralty has jurisdiction of a libel to compel contribution between two joint wrongdoers; The Ira M. Hedges, 218 U. S. 264, 54 L. ed. 1039; or of a suit for salvage of a boat in a drydock, The Steamship Jefferson, 215 U. S. 130, 54 L. ed. 125; or, in a proceeding in admiralty for a limitation of the liability of a ship-owner, after final disposition of all points affecting the right of the petitioners to a limitation of their liability to enter a decree *in personam* against them

for damages caused to some of the intervenors. The Annie Faxon, C. C. A., 87 Fed. 961. Whether a Federal court has jurisdiction of a suit against an interstate carrier before action by the Interstate Commerce Commission upon the subject. Mitchell Coal & Coke Co. v. Pennsylvania R. Co., C. C. A., 192 Fed. 475. But see Morrisdale Coal Co. v. Pennsylvania R. Co., C. C. A., 183 Fed. 929. The following questions are *not* jurisdictional nor reviewable immediately by the Supreme Court. Whether a cause of action is barred by lapse of time, either because of a statutory limitation, or by a limitation contained in an order requiring claims to be presented within a specified period, Texas & Pac. Ry. Co. v. Saunders, 151 U. S. 105, 38 L. ed. 90; or by laches, Laidlaw v. Oregon & Nav. Co., C. C. A., 81 Fed. 876; in equity or admiralty irrespective of any statutory limitation. Whether a bill states a case of equitable cognizance, Smith v. McKay, 161 U. S. 355, 40 L. ed. 731; Bien v. Robinson, 208 U. S. 423, 426, 52 L. ed. 556, 557; Chapman v. Atlantic Trust Co., C. C. A., 119 Fed. 257; World's Columbian Exposition v. U. S., C. C. A., 56 Fed. 654; Smith v. McKay, 161 U. S. 355; U. S. v. Swan, C. C. A., 65 Fed. 647. Whether a District Court has jurisdiction to enforce the decree of another sovereignty when the requisite diversity of citizenship exists. Fore River Shipbuilding Co. v. Hagg, 219 U. S. 175. Whether there is *res adjudicata*. Van Wagenen v. Sewall, 160 U. S. 369, 40 L. ed. 460; Blythe v. Hinckley, 173 U. S. 501, 43 L. ed. 783. Whether a stockholder's bill complies with the Equity Rules. Illinois Cent. R. R. Co. v. Adams, 180 U. S. 28, 34, 45 L. ed. 410, 412; Venner v. Great Northern Ry. Co., 209 U. S. 24, 52 L. ed. 666. Perhaps whether, although nominally against an individual, a suit is in reality against a State, Illinois Central R. Co. v. Adams, 180 U. S. 28, 38, 45 L. ed. 410. Whether an indispensable party has been omitted. Bogart v. So Pac. Ry. Co., 228 U. S. 137, 57 L. ed. —. Whether a declaration in an action against carriers for reparation is sufficient without an averment of previous action by the Interstate Commerce Commission. R. J. Darnell v. Illinois Cent. R. R. Co., 225 U. S. 243, 56 L. ed. 1072; A. J. Phillips Co. v. Grand Trunk Western Ry. Co., C. C. A., 195 Fed. 12. Whether a foreign executor was subject to suit in a State court from which the suit has been removed; Courtney v. Pradt, 196 U. S. 89, 49 L. ed. 398. Whether the State court had jurisdiction of a controversy which has been properly removed, when the defendant was duly served. Kansas City Northwestern R. R. Co. v. Zimmerman, 210 U. S. 336, 52 L. ed. 1084. In *habeas corpus* proceedings, whether the court whose commitment it is sought to review had jurisdiction. Childers v. McClaughry, 216 U. S. 139; whether a party to a suit has been properly served with notice of an application at the foot of a decree. Bache v. Hunt, 193 U. S. 523, 48 L. ed. 774. Whether a court of equity, in proceedings not founded upon a Federal statute, has power to proceed by a summary application, instead of by a plenary suit: Schweer v. Brown, 195 U. S. 171, 49 L. ed. 141; Bien v. Robinson, 208 U. S. 423, 427, 52 L. ed. 556. Whether a court of equity has ancillary jurisdiction of an application in rela-

tion to matters in a suit that has been pending before it, Alton Water Co. v. Brown, C. C. A., 166 Fed. 840. Whether a Federal court, sitting in equity, can issue a writ to enforce a decree, without a new proceeding upon its common law side. U. S. v. Swan, C. C. A., 65 Fed. 647. Whether an appearance by a defendant corporation was lawfully made, when the right of an intervenor to review the objection was denied by the court below. Keatley v. Furey, 226 U. S. 399, 57 L. ed. —. Whether the pendency of a previous suit in a State Court deprives a Federal court of power to interfere with the property or subject matter, Louisville Trust Co. v. Knott, 191 U. S. 225, 48 L. ed. 159; Bache v. Hunt, 193 U. S. 523, 48 L. ed. 774; Railroad Commission v. Louisville & Nashville R. R. Co., 225 U. S. 272, 56 L. ed. 1087. Attleborough Nat. Bank v. N. W. Mfg. Co., 28 Fed. 113. See Blythe v. Hinckley, 173 U. S. 501, 43 L. ed. 783; Huntington v. Laidley, 176 U. S. 668, 44 L. ed. 630; *supra*, § 52; Shields v. Coleman, 157 U. S. 168, 39 L. ed. 660, has been overruled. Whether the decree or judgment of a State court could be reviewed collaterally because of its erroneous decision of certain constitutional questions. Blythe v. Hinckley, 173 U. S. 501, 43 L. ed. 783. Whether goods the subject of an action *in rem* were seized within the territorial jurisdition of a District Court; U. S. v. Larkin, 208 U. S. 333, 52 L. ed. 517. Whether a person belongs to the class who are not subject to involuntary bankruptcy; Denver First Nat. Bank v. Klug, 186 U. S. 202, 46 L. ed. 1127; *supra*, §§ 616, 617, 666, 669. Whether a petition sets forth an act of bankruptcy. Exploration Mercantilet Co. v. Pacific H. & S. Co., C. C. A., 177 Fed. 825. Whether a Court of Bankruptcy can proceed summarily against a party charged with holding property of the bankrupt; Schweer v. Brown, 195 U. S. 171, 49 L. ed. 144; *supra*, §§ 608, 635, 666, 669. Whether a Court of Bankruptcy has power to administer property which is claimed to be exempt; Lucius v. Cawthon-Coleman Co., 196 U. S. 149, 49 L. ed. 425. The right to review by the Supreme Court in such cases depends upon the existence of a question of jurisdiction, and no other question in the case will then be considered by that tribunal; Passavant v. U. S., 148 U. S. 214, 37 L. ed. 426; McLish v. Roff, 141 U. S. 661, 35 L. ed. 893; Schunk v. M. & S. Co., 147 U. S. 500, 37 L. ed. 255; except in a *habeas corpus* proceeding, when the Supreme Court will review all the merits of the application below. U. S. R. S., § 761; Storti v. Massachusetts, 183 U. S. 138, 143, 46 L. ed. 120, 124; *supra*, § 467. When the unsuccessful party wishes to have the judgment or decree reviewed upon jurisdictional grounds and other grounds as well, he cannot appeal to both the Supreme Court and the Circuit Court of Appeals. Columbus Const. Co. v. Crane Co., 174 U. S. 600, 43 L. ed. 1102; U. S. v. Jahn, 155 U. S. 109, 113, 39 L. ed. 87, 89. Where two such appeals or writs of error are taken by the same party, the second will be dismissed; Columbus Const. Co. v. Crane Co., 174 U. S. 600, 43 L. ed. 1102. But see Robinson v. Caldwell, 165 U. S. 359, 362, 41 L. ed. 745, 746; Pullman P. C. Co. v. Central Tr. Co., 171 U. S. 138, 43 L. ed. 108; s. c., 39 U. S. App. 307; unless the proceedings in the

Circuit Court of Appeals are absolutely void: U. S. v. Larkin, 208 U. S. 333, 52 L. ed. 517; but such an appeal by one defendant is not affected by an appeal to the Circuit Court of Appeals by another; Stillman v. Combe, 197 U. S. 436, 49 L. ed. 822. A prior writ of error, U. S. v. Larkin, 208 U. S. 333, 52 L. ed. 517; Davis v. C. C. C. & St. L. Ry. Co., 217 U. S. 157, 54 L. ed. 708; or appeal, Excelsior Wooden Pipe Co. v. Pacific Bridge Co., 185 U. S. 282, 46 L. ed. 910; seeking review by the Circuit Court of Appeals, which has been dismissed by such court, is no bar to writ from the Supreme Court to review a question of jurisdiction which was duly raised; but the taking of a prior appeal to the Circuit Court of the same. It has been held that the Circuit Court of Appeals have no jurisdiction over appeasls and writs of error where the only assignments of error are jurisdictional questions. U. S. v. Larkin, 208 U. S. 333, 52 L. ed. 517; The Annie Faxon, C. C. A., 87 Fed. 961; Davis & R. Mfg. Co. v. Barber, C. C. A., 60 Fed. 465. But see Reliable Incubator Co. v. Stahl, C. C. A., 105 Fed. 663; and *infra*, § 501. Where, however, the assignments include other errors, it has been held that the Circuit Court of Appeals can determine the whole case, including the question of jurisdiction, The Alliance, C. C. A., 70 Fed. 273; U. S. v. Sutton, C. C. A., 47 Fed. 129; Cabot v. McMaster, C. C. A., 65 Fed. 533; and that it may certify the jurisdictional question to the Supreme Court, which will then consider it. Rust v. United Water Works Co., C. C. A., 70 Fed. 129; American S. R. Co. v. Johnston, C. C. A., 60 Fed. 563; U. S. v. Jahn, 155 U. S. 109, 39 L. ed. 87. It has been held that the issue of a writ of error from the Supreme Court to review a judgment of the Circuit Court for want of jurisdiction does not prevent the Circuit Court of Appeals from issuing a writ of error to review an order subsequent to the judgment denying a new trial claimed under a State statute. Shreve v. Cheesman, C. C. A., 69 Fed. 785. *Cf.* No. Pac. R. Co. v. Glaspell, C. C. A., 49 Fed. 482. Chief Justice Fuller said: "Giving the act a reasonable construction, taken as a whole, we conclude: (1) If the jurisdiction of the Circuit [now District] Court is in issue and decided in favor of the defendant, as that disposes of the case, the plaintiff should have the question certified and take his appeal or writ of error directly to this court. (2) If the question of jurisdiction is in issue and the jurisdiction sustained, and then judgment or decree rendered in favor of the defendant on the merits, the plaintiff, who has maintained the jurisdiction, must appeal to the Circuit Court of Appeals, where, if the question of jurisdiction arises, the Circuit Court of Appeals may certify it. (3) If the question of jurisdiction is in issue and the jurisdiction sustained, and judgment on the merits is rendered in favor of the plaintiff, then the defendant can elect either to have the question certified and come directly to this court, or to carry the whole case to the Circuit Court of Appeals, and the question of jurisdiction can be certified by that court. (4) If in the case last supposed the plaintiff has ground of complaint in respect of the judgment he has recovered, he may also carry the case to the Circuit Court of Appeals on the merits, and this

the question of jurisdiction alone shall be certified to the Supreme Court from the court below for decision;[2] from the

he may do by way of cross-appeal or writ of error if the defendant has taken the case there, or independently, if the defendant has carried the case to this court on the question of jurisdiction alone, and in this instance the Circuit Court of Appeals will suspend a decision upon the merits until the question of jurisdition has been determined. (5) The same observations are applicable where a plaintiff objects to the jurisdiction and is, or both parties are, dissatisfied with the judgment on the merits." U. S. v. Jahn, 155 U. S. 109, 114, 115, 39 L. ed. 87, 90. Where the Supreme Court has jurisdiction upon other grounds, it may reverse the judgment because of a lack of jurisdiction in the court of first instance, although no such objection was raised below. Perez v. Fernandez, 202 U. S. 80, 100, 50 L. ed. 942, 949.

[2] It is the proper practice to procure a formal certificate from the court of first instance stating that a question of jurisdiction is in issue. Maynard v. Hecht, 151 U. S. 324, 38 L. ed. 179; Carey v. Houston & T. C. Ry. Co., 150 U. S. 170, 179, 37 L. ed. 1041, 1043; Moran v. Hagerman, 151 U. S. 329, 38 L. ed. 181; Colvin v. Jacksonville, 157 U. S. 368, 39 L. ed. 736; Chappell v. U. S., 160 U. S. 499, 40 L. ed. 510; Lutcher v. U. S., 157 U. S. 427, 39 L. ed. 759; The Bayonne, 159 U. S. 687, 40 L. ed. 306; Van Wagenen v. Sewell, 160 U. S. 369, 40 L. ed. 400; Davis v. Geissler, 162 U. S. 290, 40 L. ed. 972; Robinson v. Caldwell, 165 U. S. 359, 41 L. ed. 745. The District Judge may sign the certificate, even in a case decided by the Circuit Judge. Huntington v. Laidley, 176 U. S. 668, 677, 44 L. ed. 630, 634. If the certificate was duly given, the appeal may be taken and perfected, like other appeals, within two years. Herndon-Carter Co. v. James N. Norris, Son & Co., 224 U. S. 496, 56 L. ed. 857; but such a formal certificate is not indispensable, where the record shows a plain declaration by the court that the single matter sent up for decision is a question of jurisdiction. Shields v. Coleman, 157 U. S. 168, 177, 39 L. ed. 660, 663; Interior C. & I. Co. v. Gibney, 160 U. S. 217, 40 L. ed. 401; Smith v. McKay, 161 U. S. 355, 40 L. ed. 731; *Re* Lehigh Min. & Mfg. Co., 156 U. S. 322, 39 L. ed. 438; Harkrader v. Wadley, 172 U. S. 148, 43 L. ed. 399; Excelsior Wooden Pipe Co. v. Pacific Bridge Co., 185 U. S. 282, 46 L. ed. 910; Petri v. F. E. Creelman Lumber Co., 199 U. S. 487, 50 L. ed. 281; U. S. v. Larkin, 208 U. S. 333, 52 L. ed. 517; The Steamship Jefferson, 215 U. S. 130, 54 L. ed. 125; Davis v. C. C. C. & St. L. Ry. Co., 217 U. S. 157, 54 L. ed. 708; Herndon-Carter Co. v. James N. Norris, Son & Co., 224 U. S. 496, 56 L. ed. 857. Thus, where the petition for the allowance of the writ of error or appeal asks for a review of the judgment or decree upon a single question of jurisdiction, which is clearly specified therein or in the order granting the application, the question of jurisdiction is certified with sufficient formality. Ibid. The certificate may be made in the bill of exceptions. *Re* Lehigh Min. & Mfg. Co.,

156 U. S. 322, 39 L. ed. 438; but not when other errors are assigned and there is no certificate. Filhiol v. Torney, 194 U. S. 356, 48 L. ed. 1014. See The Bayonne, 159 U. S. 687, 40 L. ed. 306; Chappell v. U. S., 160 U. S. 499, 40 L. ed. 510. In case there is doubt as to whether the question is jurisdictional, the form of the decree must be taken to express the meaning of the judge. The Ira M. Hedges, 218 U. S. 264, 270, 54 L. ed. 1039. A statement of the nature of the question in the certificate is not indispensable, provided that it appears elsewhere in the record, Chicago v. Mills, 204 U. S. 321, 51 L. ed. 504; and it seems that the opinion may be examined for the purpose of ascertaining this. Chicago v. Mills, 204 U. S. 321, 51 L. ed. 504. Where the grounds assigned in a demurrer were want of jurisdiction in the court as a Federal court, and also want of jurisdiction as a court of equity; it was held that a decree sustaining the demurrer and dismissing the bill for want of jurisdiction must be construed to refer to the want of Federal jurisdiction. Crawford v. McCarthy, C. C. A., 148 Fed. 198. A certificate stating the whole case and propounding a question which requires an analysis of the facts, Graver v. Faurot, 162 U. S. 435, 40 L. ed. 1030; Cross v. Evans, 167 U. S. 60, 42 L. ed. 77; Del Monte M. Co. v. Last Chance M. Co., 171 U. S. 55, 92, 43 L. ed. 72, 87; Sioux City, O'N. & W. Ry. Co. v. Manhattan Tr. Co., 172 U. S. 642, 43 L. ed. 1187; U. S. v. Union Pac. Ry. Co., 168 U. S. 505, 513, 42 L. ed. 559, 561. But see *Re* Lehigh Min. & Mfg. Co., 156 U. S. 322, 39 L. ed. 438; and the allowance of a prayer for an appeal "upon the ground that this court was without jurisdiction to make the decree," without specifying the defect, The Bayonne, 159 U. S. 687, 40 L. ed. 306; Chappell v. U. S., 160 U. S. 499, 40 L. ed. 510; see also Van Wagenen v. Sewall, 160 U. S. 369, 40 L. ed. 460; Chappell v. U. S., 160 U. S. 499, 40 L. ed. 510; and a certificate of a jurisdictional question when it does not appear there or in the record that it was in issue or affected the decision, Arkansas v. Schlierholz, 179 U. S. 598, 45 L. ed. 335; are not sufficient. It is the safer practice to make the record show by a statement in the pleading, or by a bill of exceptions, or in some other appropriate manner, that a question of jurisdition was raised and decided, with the nature of such question. C. H. Nichols Lumber Co. v. Franson, 203 U. S. 278, 51 L. ed. 181. The question of jurisdiction cannot be certified to the Supreme Court by a District Court until after the final judgment or decree: McLish v. Ruff, 141 U. S. 661, 35 L. ed. 893; Bardes v. Hawarden First Nat. Bank, 175 U. S. 526, 44 L. ed. 261. It seems that a decree upon a petition of intervention cannot be thus reviewed until the final decision in the original cause. Keatley v. Furey, 226 U. S. 399, 57 L. ed. —. But a Circuit Court of Appeals may certify such a question at any time before its decision of the case. 26 St. at L. 828, § 6; *infra*. § 689. A District Court cannot grant such a certificate after the term at which the judgment or decree was entered. Colvin v. City of Jacksonville, 158 U. S. 456, 39 L. ed. 1053; The Bayonne, 159 U. S. 687, 40 L. ed. 306. It cannot at a later term grant the certificate *nunc pro tunc*: The Bayonne, 159 U. S. 687, 40 L.

final sentences and decrees in prize causes;[3] in any case that involves the construction or application of the Constitution of the United States;[4] in any case in which the constitutionality

ed. 306; nor, it seems, can it then be set aside, or a new certificate made, for the reason that it was signed through inadvertence and that the decision was based upon another ground. Patch v. Wabash R. Co., 207 U. S. 277, 52 L. ed. 204. A dismissal for want of jurisdiction pursuant to a mandate of the Circuit Court of Appeals cannot be thus reviewed. Brown v. Alton Water Co., 222 U. S. 325, 56 L. ed. 221; nor can there be a review by the Supreme Court where the District Court, after a reversal by the Circuit Court of Appeals, without jurisdiction from the court of review introduces new questions into the litigation. St. Louis, Kansas City & Colorado R. R. Co. v. Wabash R. R. Co. and City of St. Louis, 217 U. S. 247, 54 L. ed. 752.

[3] Irrespective of the amount involved. The Paquete Habana, 175 U. S. 677, 44 L. ed. 320.

[4] The question whether a State tax on patent rights is constitutional is one that involves the construction or application of the Constitution of the United States and not one arising under the patent laws. Holt v. Indiana Mfg. Co., C. C. A., 80 Fed. 1. So are the questions whether the Constitution allows the rules and regulations of a Department to have the force of law. Boske v. Comingore, 177 U. S. 459, 44 L. ed. 846; and whether an order of a State Railroad Commission is an interference with interstate commerce, Railroad Commission v. Morgan's L. & T. R. & S. S. Co., C. C. A., 195 Fed. 66. It has been held that an issue as to whether due force and effect has been given to a judgment of another State does not involve the construction or application of the Constitution, but depends upon the interpretation of an act of Congress; and that consequently the Circuit Court of Appeals has jurisdiction to review the decision. Merritt v. Steel Barge Co., C. C. A., 75 Fed. 813. Where diverse citizenship exists, if the real question is the controlling effect as *res judicata* of a decree rendered between the parties in another suit, and whether the court rendering it had jurisdiction so to do and those questions are decided upon principles of general law, the case is not one involving the construction and application of the Constitution and laws of the United States, and a direct appeal does not lie to the Supreme Court under § 5; nor can the decision appealed from be converted into one involving the construction and application of the Constitution by averring argumentatively that to give such effect to the former adjudication amounts to depriving a party of due process of law. Empire State-Idaho Mining and Developing Company v. Hanley, 205 U. S. 225, 51 L. ed. 779. It is not essential to the jurisdiction of the appeal that a right under the Constitution and laws of the United States should be claimed in the plaintiff's pleading, when it was duly claimed during the case. City of Memphis v. Cumberland Tel. & Tel. Co., 218 U. S. 624, 54 L. ed. 1185. Where the court had authority to make an order, irrespective

of any law of the United States, or the validity or construction of any treaty[5] made under its authority is drawn in question; and in any case in which the constitution or law of a State is claimed to be in contravention of the Constitution of the United States."[6] Prior to the Judicial Code, the Supreme Court had jurisdiction to review immediately the final judgment of any court of the United States in case of conviction of a capital

of the constitutional question raised by the applicant for the same, no question concerning the construction or application of the Constitution is involved in an appeal from a judgment committing for contempt the party against whom the order is directed, Wise v. Mills, 220 U. S. 549, 55 L. ed. 579; nor upon his appeal from an order denying his application for a writ of *habeas corpus* to discharge him from such commitment. Wise v. Henkel, 220 U. S. 556, 55 L. ed. 581. Where the only substantial point is whether an officer of the United States misconstrued a statute, an appeal from a District Court will be dismissed. Am. Sugar Refining Co. v. U. S., 211 U. S. 155, 53 L. ed. 129. See B. Altman & Co. v. U. S., 224 U. S. 583, 56 L. ed. 894.

[5] Florida v. Furman, 180 U. S. 402, 45 L. ed. 596; Rice v. Ames, 180 U. S. 371, 45 L. ed. 577; Ornelas v. Ruiz, 161 U. S. 502, 507, 40 L. ed. 787, 789; Borgmeyer v. Idler, 159 U. S. 408, 40 L. ed. 199; Muse v. Arlington Hotel Co., 168 U. S. 430, 42 L. ed. 531; Robinson v. Caldwell, 165 U. S. 359, 41 L. ed. 745; Budzisz v. Illinois Steel Co., 170 U. S. 41, 42 L. ed. 941; Mitchell v. Furman, 180 U. S. 162, 45 L. ed. 596; Pettit v. Walshe, 194 U. S. 205, 48 L. ed. 938; The Pilot, C. C. A., 53 Fed. 11; *Re* Newman, 79 Fed. 615. A suit by an Indian to determine his rights under a patent conveying lands to him in severalty, in accordance with the provisions of a treaty between his tribe and the United States, involves, it has been held, the construction of a treaty of the United States, is appealable directly to the Supreme Court and cannot be reviewed by the Circuit Court of Appeals. Terry v. Bird, C. C. A., 129 Fed. 592. So is a case where it is contended that the rate fixed by a tariff law is a violation of a reciprocal agreement between the United States and a foreign nation, entered into by the President under authority of a previous statute. B. Altman & Co. v. U. S., 224 U. S. 583, 56 L. ed. 894. Where the controversy below concerned the consequence of a change in sovereignty, by reason of the cession of the Philippine Islands, the construction of the treaty made between the United States and Spain in 1898 was involved, and the Supreme Court took jurisdiction of the appeal. Vilas v. City of Manila, 220 U. S. 345, 55 L. ed. 491.

[6] Jud Code § 238, 36 St. at L. 1087; Illinois Cent. Ry. Co. v. Adams, 180 U. S. 28, 45 L. ed. 119. It is too late to raise the question for the first time in the assignments of error. Cincinnati, H. & L. R. Co. v. Thiebaud, 177 U. S. 615, 44 L. ed. 911. It was said: that the jurisdiction in such a case depends-

crime.[7] The Supreme Court had then no jurisdiction to review judgments in favor of the United States upon claims against them where the amount in controversy did not exceed three thousand dollars or the claim was not forfeited to the United States for fraud.[8] No appeal or writ of error lies until final judgment or decree.[9] In cases taken directly to the Supreme Court, where a constitutional question is raised, the Supreme Court reviews all the questions in the case, not merely the constitutional question.[10] A cross-appeal taken by the respondent to review questions not involving the construction

on the sentence which can be imposed, although the actual sentence is for imprisonment. Fitzpatrick v. U. S., 178 U. S. 304, 44 L. ed. 1078. Where the plaintiff in error was convicted of conspiracy under an indictment charging conspiracy and murder; it was held that the Circuit Court of Appeals should review the case. Davis v. U. S., C. C. A., 107 Fed. 753; approved in Rakes v. U. S., 212 U. S. 55, 57, as a law of the State within the meaning of the statute. Penn Mut. L. Ins. Co. v. Austin, 168 U. S. 685, 42 L. ed. 626; Owensboro v. Owensboro Water Works, C. C. A., 115 Fed. 318; *supra*, § 25; *infra*, § 692. The question, whether private property has been taken for use that is not public, involves the construction of the Constitution of the United States and may be the basis of a direct appeal to the Supreme Court. Fall Brook Irrigation District v. Bradley, 164 U. S. 112, 41 L. ed. 369. So does the contention, when not merely colorable, that the judgment of a State court, which has been followed as *res adjudicata*, was entered under such circumstances as not to amount to due process of law. Fayerweather v. Ritch, 195 U. S. 276, 49 L. ed. 193. But see Cosmopolitan Min. Co. v. Walsh, 193 U. S. 460, 48 L. ed. 749; Empire State-Idaho Min. & Developing Co. v. Hanley, 205 U. S. 225, 51 L. ed. 779. Where the bill attacked a State statute as unconstitutional and a general demurrer for want of equity was sustained, the court refused to dismiss the appeal, although the bill also asserted that complainant's product was not one of those specified in the statute, when it further alleged that the State officer therein named had construed the statute as applicable thereto. Savage v. Jones, 225 U. S. 501, 56 L. ed. 1182.

[7] Act of Feb'y. 6, 1889, 25 St. at L. 655, ch. 113, § 6; Evarts Act, 26 St. at L. 826, § 5. A conviction of murder in the second degree, for which the statutory penalty was imprisonment alone, cannot be thus reviewed. Rakes v. U. S., 212 U. S. 55, 53 L. ed. 403

[8] Reid v. U. S., 211 U. S. 529, 53 L. ed. 313. See Arkansas v. Schlierholz, 179 U. S. 598, 45 L. ed. 335; *infra*, § 711.

[9] McLish v. Roff, 141 U. S. 661, 35 L. ed. 893; *infra*, § 695.

[10] Ekiu v. U. S., 142 U. S. 651, 35 L. ed. 1146; Horner v. U. S., No. 2, 143 U. S. 570, 36 L. ed. 266; Carey v. Houston & T. C. R. Co.,

or application of the Constitution will also be then determined.[11] Where a Circuit Court of Appeals has acted without jurisdiction because the sole question at issue arose under the Constitution of the United States, the Supreme Court will reverse its decree without passing upon the merits.[12] The fact that there are also allegations of diversity of citizenship in a bill praying relief founded upon the Federal Constitution does not prevent the immediate review of such a case by the Supreme Court.[13] The same rule applies when the validity or construction of a treaty is drawn in question.[14] The Supreme Court has jurisdiction whether the right claimed under the Constitution was upheld or denied in the court below,[15] provided that the appellant is aggrieved by such decision.[16] But where the constitutional question and the question of jurisdiction are both decided by the District Court in favor of the plaintiff, he cannot appeal to the Supreme Court from a decree against him on the merits.[17] The Supreme Court will not take jurisdiction upon this ground when there is no substantial controversy which is not merely colorable concerning the construction or application of the Constitution, or the validity or construction of a treaty.[18] When a constitutional question has

150 U. S. 170, 37 L. ed. 1041; Penn. Mutual Life Ins. Co. v. Austin, 168 U. S. 685, 42 L. ed. 626; B. Altman & Co. v. U. S., 224 U. S. 583, 56 L. ed. 894.

11 Field v. Barber Asphalt Paving Co., 194 U. S. 618, 48 L. ed. 1142.

12 Union & Planters' Bank v. Memphis, 189 U. S. 71, 74, 47 L. ed. 712, 714. See Mississippi R. R. Comm. v. L. & N. R. R. Co., 225 U. S. 272, 56 L. ed. 1087.

13 Field v. Barber Asphalt Paving Co., 194 U. S. 618, 48 L. ed. 1142.

14 Rice v. Ames, 180 U. S. 371, 45 L. ed. 577; Florida v. Furman, 180 U. S. 402, 45 L. ed. 596; B. Altman & Co. v. U. S., 224 U. S. 583, 56 L. ed. 894.

15 Holder v. Aultman M. & Co., 169 U. S. 81, 42 L. ed. 669.

16 Empire State-Idaho Min. & Developing Co. v. Hanley, 198 U. S. 292, 49 L. ed. 1056; McCandless v. Pratt, 211 U. S. 437, 53 L. ed. 271.

17 Anglo-American Provision Co. v. Davis Provision Co., 191 U. S. 376, 48 L. ed. 228.

18 *Re* Lennon, 150 U. S. 393, 37 L. ed. 1120; Carey v. Houston & T. Ry. Co., 150 U. S. 170, 37 L. ed. 1041; C. A. Treat Mfg. Co. v. Standard S. & I. Co., 157 U. S. 674, 39 L. ed. 853; Merritt v. Bowdoin College, 169 U. S. 551, 42 L. ed. 850; Muse v. Arlington Hotel Co., 168 U. S. 430; Central Tr. Co. v. Citizens' St. Ry. Co., 82 Fed. 1; City of Indianapolis v. Central Tr. Co., 83 Fed. 529; s. c., 27 C. C. A. 580; Cornell v. Green, 163 U. S.

been settled by a unanimous decision of the Supreme Court it cannot be the subject of another appeal.[19] When a constitutional question existed in the case at the time of error was sued out, the Supreme Court retains jurisdiction to decide the other questions therein, although the objection founded upon the Constitution has been obviated.[20] By taking and arguing an appeal to the Circuit Court of Appeals, which has jurisdiction thereof upon other grounds, in a case involving jurisdictional [21] questions; the right to an immediate appeal to the Supreme Court is waived.[22] A criminal case, when it involves the construction or application of the Constitution of the United States, may be taken by the defendant directly from a District Court to the Supreme Court of the United States, although there has been no conviction of a capital crime.[23] So may an

75, 41 L. ed. 76; Consolidated Water Co. v. Babcock, 173 U. S. 702, 45 L. ed. 1257; Lampasas v. Bell, 180 U. S. 276, 45 L. ed. 527; Am. Sugar Refining Co. v. U. S., 211 U. S. 155, 53 L. ed. 129; Franklin v. U. S., 216 U. S. 559, 54 L. ed. 615. When the constitutionality of the statute that is attacked has been sustained by a previous decision, the appeal will be dismissed, Chicago Junction Ry. Co. v. King, 222 U. S. 222, 56 L. ed. 173; but not when there has been a division of opinion in the court below, or there is a conflict of opinion in prior decisions as to the point involved, or an analysis of former decisions is necessary in order to ascertain whether they have passed upon the point in question, Louisville & Nashville R. R. Co. v. Melton, 218 U. S. 36, 54 L. ed. 921; nor where the bill attacks the constitutionality of a State statute, upon the validity of which the Supreme Court has not previously passed, and the application of prior decisions upon statutes which, it is contended, are similar goes to the merits, Ontario Land Co. v. Wilfong, 223 U. S. 543, 56 L. ed. 544.

19 Sloan v. U. S., 193 U. S. 614, 48 L. ed. 814; Farrell v. O'Brien, 199 U. S. 89, 50 L. ed. 101; Harris v. Rosenberger, C. C. A., 145 Fed. 449; *supra*, § 24.

20 Williamson v. U. S., 207 U. S. 425, 434, 52 L. ed. 278, 285.

21 Carter v. Roberts, 177 U. S. 496, 44 L. ed. 861; Am. Sugar Refining Co. v. New Orleans, 181 U. S. 277, 45 L. ed. 859; Cary Mfg. Co. v. Acme Flexible Clasp Co., 187 U. S. 427, 47 L. ed. 244; Ayres v. Polsdorfer, 187 U. S. 585, 47 L. ed. 314; Mackenzie v. Pease, C. C. A., 146 Fed. 743; *infra*, § 713. *Cf.* Union Tr. Co. of St. Louis v. Westhus, 228 U. S. 519, 57 L. ed.—, where a constitutional question was introduced in the court of first instance after a reversal by the Circuit Court of Appeals.

22 Brown v. Alton Water Co., 222 U. S. 325, 56 L. ed. 221.

23 Motes v. U. S., 178 U. S. 458, 44 L. ed. 1150; Burton v. U. S. 196 U. S. 283, 49 L. ed. 482; Williamson v. U. S., 207 U. S. 425, 52 L. ed. 278.

order denying the writ of habeas corpus.[24] In suits brought by the United States under the Interstate Commerce law, or the act to protect trade and commerce against unlawful restraints and monopolies, an appeal from the final decree will lie only to the Supreme Court and must be taken within sixty days after the entry thereof.[25]

Until a recent statute, the United States could not review by writ of error a judgment of acquittal in a criminal case, except possibly when a constitutional, jurisdictional or treaty question was involved.[26] It is now provided: "That a writ of error may be taken by and on behalf of the United States from the District or Circuit Courts direct to the Supreme Court of the United States in all criminal cases, in the following instances, to-wit: From a decision or judgment quashing, setting aside, or sustaining a demurrer to, any indictment, or any count thereof, where such decision or judgment is based upon the invalidity, or construction of the statute upon which the indictment is founded. From a decision arresting a judgment of conviction for insufficiency of the indictment, where such decision is based upon the invalidity or construction of the statute upon which the indictment is founded. From a decision or judgment sustaining a special plea in bar, when the defendant has not been put in jeopardy." [27] The Judicial Code further provides: that "the judgments or decrees of the Circuit Courts of Appeals shall be final in all cases in which the jurisdiction is dependent entirely upon the opposite parties to the suit or controversy being aliens or citizens of the United States, or citizens of different States; also in all cases arising under the patent laws, under the revenue laws, and under the

[24] Horner v. U. S., No. 2, 143 U. S. 570, 36 L. ed. 266; Rice v. Ames, 180 U. S. 371, 45 L. ed. 577; *supra*, § 467.

[25] 32 St. at L. 823.

[26] U. S. v. Sanges, 144 U. S. 310, 36 L. ed. 445.

[27] 34 St. at L. 1246; quoted in full *supra*, § 536. This statute is constitutional. Taylor v. U. S., 207 U. S. 120, 52 L. ed. 130; U. S. v. Bitty, 208 U. S. 393, 52 L. ed. 543. The word "construction" in the act includes interpretation. U. S. v. Keitel, 211 U. S. 370, 53 L. ed. 230. The writ of error brings up for review only the decision of the lower court concerning the subjects embraced within the clauses of the statute, and not the whole case. U. S. v. Keitel, 211 U. S. 370, 398, 53 L. ed. 230, 245. The construction of the indictment is not brought up for review. U. S. v. Herr *et al.*, 211 U. S. 404, 53 L. ed. 251; U. S. v. Herr, 211 U. S. 406, 53 L. ed. 252; U. S. v. Keitel, 211 U. S. 370, 397, 53 L. ed. 230, 244. If the court of first in-

criminal laws, and in admiralty cases;"[28] and "in any case in which the judgment or decree of the Circuit Court of Appeals not made final;[29] there shall be of right an appeal or writ of

stance erred in the construction of the statute, its decision will be reversed without passing upon the contention that the indictment, when correctly construed, stated no offense, U. S. v. Keitel, 211 U. S. 370, 398, 53 L. ed. 230, 244; U. S. v. Herr, 211 U. S. 406, 53 L. ed. 252; or that it was rightly quashed for other defects in the same. U. S. v. Keitel, 211 U. S. 370, 397, 53 L. ed. 230, 244. An action to recover a statutory penalty, U. S. v. Baltimore & O. S. W. R Co., C. C. A., 159 Fed. 33; or to recover the penalty named in a recognizance, given by the defendant in a criminal case, U. S. v. Zarafonitis, C. C. A., 150 Fed. 97, are, it has been held, criminal proceedings, and the United States may bring the same by writ of error to the Circuit Court of Appeals for review. A proceeding to punish a party for contempt is, in effect, a criminal case. O'Neal v. U. S., 190 U. S. 36, 47 L. ed. 945. Jud. Code § 128, re-enacting 36 St. at L. 1087.

[28] Jud. Code § 128, 36 St. at L. 1087, Ibid. § 241.

[29] The Evarts Act 26 St. at L. 828, § 6), repealed U. S. R. S., §§ 651 and 697; U. S. v. Rider, 163 U. S. 132, 41 L. ed. 101; U. S. v. Hewecker, 164 U. S. 46, 41 L. ed. 345; U. S. R. S., § 763; Webb v. York, 74 Fed. 753. See *Ex parte* Lennon, 150 U. S. 393, 37 L. ed. 1120, 18 St. at L. 315, § 3; The Havilah, C. C. A., 48 Fed. 684; and so much of § 16 of the Interstate Commerce Law as allowed on appeal direct to the Supreme Court from certain orders of the Circuit Court under the act. Interstate Com. Com's v. Atchison, T. & S. F. R. Co. 149 U. S. 264, 37 L. ed. 727. 30 Jud. Code § 241, 36 St. at L. 1087, re-enacting 26 St. at L. 828, § 6.

It has been held that the Supreme Court can review by writ of error or appeal the final decision of a Circuit Court of Appeals provided the matter in controversy exceeds one thousand dollars besides costs, in a case where the plaintiff's pleading shows that jurisdiction exists both because of diverse citizenship and because the case arises under the Constitution or the laws of the United States, although the plaintiff himself invoked the jurisdiction because of the diversity of the citizenship alone, No. Pac. Ry. Co. v. Soderberg, 188 U. S. 526, 47 L. ed. 575, but not where the constitutional question is not raised until the trial. Bagley v. General Fire Extinguisher Co., 212 U. S. 477, 53 L. ed. 605; Chicago Junction Ry. Co. v. King, 222 U. S. 222, 56 L. ed. 173. See City of Memphis v. Cumberland Tel. & Tel. Co., 218 U. S. 624, 54 L. ed. 1185. Where the Federal jurisdiction depends solely upon the fact that the party is a corporation chartered by Congress. No. Pac. R. Co. v. Amato, 144 U. S. 465, 36 L. ed. 506; Union Pac. R. Co. v. Harris, 158 U. S. 326, 39 L. ed. 1003; Texas & Pac. Ry. Co. v. Gentry, 163 U. S. 353, 41 L. ed. 186. Where one of the parties is a foreign State. Columbia v. Cauca Co., 190 U. S. 524, 47 L. ed. 1150. Where the case arises under the revenue laws. Spreckles Sugar Ref. Co. v. McClain, 192 U. S. 397, 48 L. ed. 496, or tariff laws,

error to the Supreme Court of the United States, where the matter in controversy shall exceed one thousand dollars besides costs." [30] It has been said that where there is jurisdiction, because the cause of action rests on a statute of the United States, and none of the contentions directly invoke the interpretation of the statute, but merely the question whether on the evidence there was a right of recovery; the case belongs to that class in which it was the purpose of Congress to make the judgment of the Circuit Court of Appeals final, and the Supreme Court will only examine the record to see if plain error has

B. Altman & Co. v. U. S., 224 U. S. 583, 56 L. ed. 894, and the plaintiff in his pleading questions the constitutionality of such a statute. A case founded upon the Employers' Liability Law, Missouri, Kansas & Texas Ry. Co. v. Wulf, 226 U. S. 570, 57 L. ed. —. A case founded upon the Safety Appliance Act, Chicago Junction Ry. Co. v. King, 222 U. S. 222, 56 L. ed. 173, a case under the Pure Food & Drugs Act, Four Hundred and Forty-three Cans of Frozen Egg Product v. U. S., 226 U. S. 172, 57 L. ed. —. Where a suit is brought against a receiver of a national bank appointed by the Comptroller, Auten v. U. S. Nat. Bank, 174 U. S. 125, 43 L. ed. 920, or by a creditor of a national bank, to enforce the statutory liability of the stockholders therein, Wyman v. Wallace, 201 U. S. 230, 50 L. ed. 738. Where a suit is brought against a marshal of the United States and a private person on account of an alleged wrongful execution of the process of a Federal court; Sonnentheil v. Christian Moerlein Br. Co., 172 U. S. 401, 43 L. ed. 492; where suit is brought by the United States to cancel a patent for an invention; U. S. v. Am. Bel. Tel. Co., 159 U. S. 548, 40 L. ed. 255; or to dissolve an association formed to monopolize interstate commerce; U. S. v. Trans-Missouri Freight Ass'n, 166 U. S. 290, 41 L. ed. 1007. There it was held that a stipulation that the daily interstate shipments from the competitive points in question exceeded $1,000, and an allegation in the answer that free competition would cause great loss and possible financial ruin to the railroad company, were sufficient proof that the matter in controversy exceeded $1,000. So in a suit brought by the Interstate Commerce Commission to enforce one of its orders, Interstate Commerce Com'n v. Detroit, G. H. & M. Ry. Co., 167 U. S. 633, 42 L. ed. 306; in a suit to recover penalties exceeding one thousand dollars for breach of copyright: Brady v. Daly, 175 U. S. 148, 44 L. ed. 109. But not in a suit to recover damages for an infringement of a common-law copyrights, Press Publishing Co. v. Monroe, 161 U. S. 105, 41 L. ed. 367, and in a suit in which the plaintiff claims relief under the land laws of the United States and shows in his declaration or complaint that there is a controversy between him and the defendant as to their construction. Florida C. & P. R. Co. v. Bell, 176 U. S. 321, 44 L. ed. 486.

[30] Jud. Code § 128.

been committed, and if that is not apparent it will affirm the judgment.[31] Where the District Court would not have had jurisdiction had the allegations of diverse citizenship been stricken from the plaintiff's pleading, its decision is final.[32] No appeal lies to the Supreme Court from a decree of a Circuit Court of Appeals upon an application for the writ of *habeas corpus*, since the matter in controversy cannot be meas-

[31] Chicago Junction Ry. Co. v. King, 222 U. S. 222, 56 L. ed. 173. But see No. Pac. R. Co. v. Amato, 144 U. S. 465, 36 L. ed. 506; Union Pac. R. Co. v. Harris, 158 U. S. 326, 39 L. ed. 1003; Texas & Pac. Ry. Co. v. Gentry, 163 U. S. 353, 41 L. ed. 186.

[32] Bagley v. General Fire Extinguisher Co., 212 U. S. 477, 53 L. ed. 605; Weir v. Rountree, 216 U. S. 607, 54 L. ed. 635; Shine v. Fox Bros. Mfg. Co., 216 U. S. 609, 54 L. ed. 636. A recital in the petition that a judgment was rendered in another State is not equivalent to the assertion of the constitutional right that full faith and credit be given thereto. Bagley v. General Fire Extinguisher Co., 212 U. S. 477, 53 L. ed. 605.

The decisions of the Circuit Court of Appeals are final and cannot be reviewed by appeal to, or writ of error from, the Supreme Court of the United States, in proceedings upon petitions of intervention. Rouse v. Hornsby, 161 U. S. 588, 40 L. ed. 817; Gregory v. Van Ee, 160 U. S. 643, 40 L. ed. 566, but not petitions by a receiver for relief against a violation of a right secured by the constitution of the United States. Railroad Commission v. Worthington, 225 U. S. 101, 56 L. ed. 1004, in suits brought by and against receivers of Federal courts, when the sole ground of jurisdiction is that in the suits wherein they were appointed there was a diversity of citizenship. Pope v. Louisville, N. A. & C. Ry. Co., 173 U. S. 573, 43 L. ed. 814; Rouse v. Hornsby, 161 U. S. 588, 40 L. ed. 817; Carey v. Houston & T. C. Ry. Co., 161 U. S. 115, 40 L. ed. 638, in suits in which the original ground of jurisdiction and the only one that appeared by the plaintiff's pleading was a difference of citizenship, although subsequently another ground for jurisdiction appeared, Colorado C. C. Min. Co. v. Turck, 150 U. S. 138, 37 L. ed. 1030; Borgmeyer v. Idler, 159 U. S. 408, 40 L. ed. 199; Third St. & Suburban Ry. Co. v. Lewis, 173 U. S. 457, 43 L. ed. 766; Am. Sugar Refining Co. v. New Orleans, 181 U. S. 277, 45 L. ed. 859. See also Benjamin v. New Orleans, 169 U. S. 161, 42 L. ed. 700; *Re* Jones, 164 U. S. 691, 41 L. ed. 601; Loeb v. Columbia Township, 179 U. S. 472, 45 L. ed. 280; Ayres v. Polsdorfer, 187 U. S. 585, 47 L. ed. 314, and in ancillary proceedings, Gregory v. Van Ee, 160 U. S. 643, 40 L. ed. 566; Carey v. Houston & T. C. R. Co., 161 U. S. 115, 40 L. ed. 638, including a suit for the collection of assets, brought by a receiver appointed by a Federal court; Pope v. Louisville, N. A. & C. R. Co., 173 U. S. 573, 43 L. ed. 814, in suits to which national banking associations are parties and there is no other Federal question in the case; Conti-

ured in money.[33] Nor from an order affirming or reversing an interlocutory order for an injunction.[34] Nor from a decree of such a court that is not final in its nature.[35] The Supreme Court of the United States is "invested with appellate jurisdiction of controversies arising in bankruptcy proceedings from the courts of bankruptcy from which it has appellate jurisdiction in other cases. The Supreme Court of the United States shall exercise a like jurisdiction from courts of bankruptcy not within any organized circuit of the United States and from the Supreme Court of the District of Columbia."[36] "From any final decision of a court of appeal, allowing or rejecting a claim under this act an appeal may be had under such rules and within such times as may be prescribed by the Supreme Court of the United States, in the following cases and no other:[37] Where the amount in controversy exceeds the sum of two thousand dollars, and the question involved is one which might have been taken on appeal or writ of error from the highest court of a State to the Supreme Court of the United States; or,[38] where some justice of the Supreme Court of the United States shall certify that in his opinion the determination

nental Nat. Bank v. Buford, 191 U. S. 119, 48 L. ed. 119; in suits begun in the State courts by trustees in bankruptcy and removed to the Federal courts because of a difference of citizenship; Spencer v. Duplan Silk Co., 191 U. S. 526, 48 L. ed. 287; in suits between citizens of different States claiming land under grants of different States; Stevenson v. Fain, 195 U. S. 165, 49 L. ed. 142; in proceedings upon a writ of *scire facias* to enforce a forfeited recognizance or bail bond to secure the appearance of the defendant to a criminal charge since they arise "under the criminal laws," Hunt v. U. S., 166 U. S. 424, 41 L. ed. 1063; in suits to review the decisons of the board of general appraisers, since they arise under the revenue laws. Anglo-Californian Bank v. U. S., 175 U. S. 37, 44 L. ed. 64, in proceedings to limit the liability of ship-owners, since they are admiralty cases. Oregon R. & Nav. Co. v. Balfour, 179 U. S. 55, 45 L. ed. 82, in suits for damages on account of the infringement of a common-law copyright, Press Pub. Co. v. Monroe, 164 U. S. 105, 41 L. ed. 367, in suits brought under the Federal Trade-Mark Law. Hutchinson, Pierce & Co. v. Loewy, 217 U. S. 457, 54 L. ed. 838.

33 Lau Ow Bew v. U. S., 144 U. S. 47, 36 L. ed. 340.

34 Kirwan v. Murphy, 170 U. S. 205, 42 L. ed. 1009.

35 U. S. v. Krall, 174 U. S. 385, 43 L. ed. 1017; MacLeod v. Graven, C. C. A., 79 Fed. 84; *infra*, § 695.

36 26 St. at L. 828, § 67; *supra*, § 669.

37 Ibid.

38 30 Stat. at L. 544, 553, § 24.

of the question or questions involved in the allowance or rejection of such claims is essential to a uniform construction of this act throughout the United States." [39] The Supreme Court has no jurisdiction of an appeal from a decree of a Circuit Court of Appeals upon a petition for a revision of a decision of a District Court in bankruptcy,[40] but such a decision may be reviewed by *certiorari*.[41] This statute has been discussed in the Chapter on Bankruptcy.[42]

The Supreme Court of the United States has power to exercise jurisdiction in its nature appellate by means of the writs of prohibition, *certiorari*, mandamus, and *habeas corpus*, as previously described.[43]

§ 689. Certification to the Supreme Court by the Circuit Courts of Appeals. "In any case within its appellate jurisdiction, as defined in section one hundred and twenty-eight, the circuit court of appeals at any time may certify to the Supreme Court of the United States any questions or propositions of law concerning which it desires the instruction of that court for its proper decision; and thereupon the Supreme Court may either give its instruction on the questions and propositions certified to it, which shall be binding upon the circuit court of appeals in such case, or it may require that the whole record and cause be sent up to it for its consideration,—and thereupon shall decide the whole matter in controversy in the same manner as if it had been brought there for review by writ of error or appeal." [1]

"In any case, civil or criminal, in which the judgment or decree of the circuit court of appeals is made final by the provisions of this title it shall be competent for the Supreme Court to require, by certiorari or otherwise, upon the petition of any party thereto, any such case to be certified to the Supreme Court for its review and determination, with the same power and authority in the case as if it had been carried by appeal or writ of error to the Supreme Court." [2]

[39] Bardes v. Hammond First Nat. Bank, 175 U. S. 526, 44 L. ed. 261; 30 St. at L. 544, 553, § 25.

[40] Holden v. Stratten, 191 U. S. 115, 48 L. ed. 116; First Nat'l Bank v. Klug, 186 U. S. 202, 46 L. ed. 1127.

[41] *Supra*, § 669.

[42] *Supra*, § 669; *infra*, § 689.

[43] *Supra*, §§ 456–460; *infra*, § 689.

§ 689. [1] Jud. Code, § 239, 36 St. at L. 1087.

[2] Ibid., § 240.

Another section of the statute gives to the Supreme Court similar power to review the decisions of the Court of Appeals of the District of Columbia.[3]

The following rule regulates the practice under this act: "Where under section six of the said act, a Circuit Court of Appeals shall certify to this court a question or proposition of law, concerning which it desires the instruction of this court for its proper decision, the certificate shall contain a proper statement of the facts on which such question or proposition of law arises. "If application is thereupon made to this court that the whole record and cause may be sent up to it for its consideration, the party making such application shall, as a part thereof, furnish this court with a certified copy of the whole of said record. Where application is made to this court under section 6 of the said act to require a case to be certified to it for its review and determination, a certified copy of the entire record of the case in the Circuit Court of Appeals shall be furnished to this court by the applicant as part of the application." [4]

It has been held: that a Circuit Court of Appeals will only certify a question to the Supreme Court for instruction before it decides the same,[5] upon its own motion; [6] that it will not permit a party to move for such a certificate before the argument,[7] that the certificate cannot be made unless a quorum of the court is present; [8] nor in a case where the decision of the Circuit Court of Appeals is not final.[9] The certificate should not be made unless the Circuit Court of Appeals has grave doubt upon the question.[10] The fact that one or more of the judges of the Circuit Court of Appeals was disqualified was held to be a sufficient reason for making the certificate.[11] The questions certified must each consist of a single question of law,[12] which can

3 Ibid., § 251.

4 S. C. Rule 37; 139 U. S. 706.

5 Andrews v. Nat. Foundry & P. Works, C. C. A., 36 L.R.A. 153, 77 Fed. 774.

6 Ibid; Louisville, N. A. & C. Ry. Co. v. Pope, C. C. A., 74 Fed. 1; Cella v. Brown, C. C. A., 144 Fed. 742.

7 Louisville, N. A. & C. Ry. Co. v. Pope, C. C. A., 74 Fed. 1.

8 Cincinnati, H. & D. R. Co. v. McKean, 149 U. S. 259, 37 L. ed. 725.

9 Texas & Pac. Ry. Co. v. Gentry, C. C. A., 57 Fed. 422.

10 German Ins. Co. v. Hearne, C. C. A., 118 Fed. 134; Cella v. Brown, C. C. A., 144 Fed. 742.

11 Farmers' & M. State Bank v. Armstrong, C. C. A., 49 Fed. 600.

12 McHenry v. Alford, 168 U. S.

651, 42 L. ed. 614; Grover v. Faurot, 162 U. S. 435, 40 L. ed. 1030; Del Monte Min. & M. Co. v. Last Chance M. & M Co., 171 U. S. 55, 43 L. ed. 72; U. S. v. Union Pac. Ry. Co., 168 U. S. 505, 42 L. ed. 559; Warner v. New Orleans, 167 U. S. 467, 42 L. ed. 239; Cross v. Evans, 167 U. S. 60, 42 L. ed. 77; Chicago, B. & Q. R. Co. v. Williams, 205 U. S. 444, 51 L. ed. 875. In each of the foregoing cases the certificate was held to be insufficient. So where the certificate stated that as the judgment of the Circuit Court of Appeals "differs from that of a co-ordinate court, the instruction of the Supreme Court is requested." Columbus Watch Co. v. Robbins, 148 U. S. 266, 37 L. ed. 445. In Quinlan v. Green County, 205 U. S. 410, 51 L. ed. 860, the court refused to answer the following question, which was certified to it: "1st. Do the facts found by the Circuit Court conclude or estop the county from denying liability to the plaintiff upon the bonds and coupons in suit, by reason of non-compliances with the terms and conditions imposed by the favorable vote of the county authorizing a subscription to the stock of the Cumberland and Ohio Railroad Company and the issuance of bonds in payment therefor?" but answered in the affirmative to a second question, which was as follows: "2d. Assuming the facts to be as found was a *bona fide* purchaser, before maturity of these bonds and coupons for value, entitled to assume in his purchase that Green County had before their issuance been 'fully and completely exonerated from the payment of the capital stock subscribed for by the County Court of said county for and in behalf of said county to the Elizabethtown and Tennessee Railroad Company?'"

The rules which were formerly in force as to certificates of a division of opinion between the judges holding a Circuit Court under U. S. R. S., §§ 650, 659, 693, govern in most respects the certificates by the Circuit Courts of Appeals. Graver v. Faurot, 162 U. S. 435, 40 L. ed. 1030; U. S. v. Rider, 163 U. S. 132, 139, 41 L. ed. 101, 104; U. S. v. Union Pac. Ry. Co., 168 U. S. 505, 42 L. ed. 559. Under these statutes the certificates were held to be sufficient in the following cases: Skillern's Ex'rs v. May's Ex'rs, 6 Cranch, 267, 3 L. ed. 220; U. S. v. Tyler, 7 Cranch, 285, 3 L. ed. 344; Wayman v. Southard, 10 Wheat. 1, 6 L. ed. 253; U. S. v. Chicago, 7 How. 185, 12 L. ed. 660; Shelby v. Bacon, 10 How. 56, 13 L. ed. 326; Havemeyer v. Board of Supervisors, 3 Wall. 294, 18 L. ed. 38; Veazie v. Wadleigh, 11 Pet. 55, 9 L. ed. 630; Pelham v. Rose, 9 Wall 103, 19 L. ed. 602; *Ex parte* Milligan, 4 Wall. 2, 18 L. ed. 281; Ward v. Chamberlain, 2 Black, 430, 17 L. ed. 319; Somerville's Ex'rs v. Hamilton, 4 Wheat. 230, 4 L. ed. 558; U. S. v. Hall, 98 U. S. 343, 25 L. ed. 180; U. S. v. Irvine, 98 U. S. 450, 25 L. ed. 193; U. S. v. Germaine, 99 U. S. 508, 25 L. ed. 482; U. S. v. Hirsch, 100 U. S. 33, 25 L. ed. 539; U. S. v. Steffens et al., 100 U. S. 82, 25 L. ed. 550; Tennessee v. Davis, 100 U. S. 257, 25 L. ed. 648; U. S. v. Carll, 105 U. S. 611, 26 L. ed. 1135; U. S. v. Britton, 107 U. S. 655, 27 L. ed. 520; U. S. v. Curtis, 107 U. S. 671, 27 L. ed. 534; Bartholow v. Trustees, 105 U. S. 6, 26 L. ed. 937; U. S. v. Ambrose, 108 U. S. 336, 27 L. ed. 746; U. S. v. Gale, 109 U. S. 65, 27 L. ed. 857; U. S. v. Waddell, 112 U. S. 76, 28 L.

be answered without a reference to the pleadings or evidence. They must not be questions of mixed law or fact.[13] Nor can the whole case be thus sent up for review.[14] A Circuit Court of Appeals should not accompany its certificate by a transcript of the record until ordered by the Supreme Court to transmit the same.[15] The statement of facts in the certificate must contain only the fundamental facts and not the evidential facts from which the fundamental facts are found.[16] A jurisdictional question,[17] and a question involving the construction or appli-

ed. 673; U. S. v. Spiegel, 116 U. S. 270, 29 L. ed. 664; California Paving Co. v. Molitor, 113 U. S. 609, 28 L. ed. 1106; Mackin v. U. S., 117 U. S. 348, 29 L. ed. 909; U. S. v. Kagamer, 118 U. S. 375, 30 L. ed. 228; U. S. v. Rauscher, 119 U. S. 407, 30 L. ed. 425; U. S. v. Northway, 120 U. S. 327, 30 L. ed. 664; Enfield v. Jordan, 119 U. S. 680, 30 L. ed. 523; U. S. v. Argona, 120 U. S. 479; 30 L. ed. 728; U. S. v. Le Bris, 121 U. S. 278, 30 L. ed. 946; U. S. v. Hess, 124 U. S. 483, 31 L. ed. 516; Hosford v. Germania Fire I. Co., 127 U. S. 399, 32 L. ed. 196; Fire Ins. Ass'n v. Wickham, 128 U. S. 426, 32 L. ed. 503; U. S. v. Lacher, 134 U. S. 624, 33 L. ed. 1080; U. S. v. Chase, 135 U. S. 255, 34 L. ed. 117; U. S. v. Brewer, 139 U. S. 278, 35 L. ed. 190; Scott v. Armstrong, 146 U. S. 499, 502, 36 L. ed. 1059, 1060; Grant v. Raymond, 6 Pet. 218, 220, 8 L. ed. 376, 377; U. S. v. Wilson, 7 Pet. 150, 8 L. ed. 640; U. S. v. Thomas, 151 U. S. 577, 581, 38 L. ed. 276, 277. A complete list of the questions which the Supreme Court answered and of those which it declined to answer before March 3, 1901, prepared by Justice James C. Van Siclen of the N. Y. Supreme Court when a student in the writer's office is contained in a note to § 476 of the second edition of this book. For cases where the certificates were held to be sufficient, see Hertz v. Woodman, 218 U. S. 205, 54 L. ed. —. Helwig v. U. S., 188 U. S. 605, 47 L. ed. 614; U. S. v. Pridgeon, 153 U. S. 48, 38 L. ed. 631; U. S. v. Jin Toy, 198 U. S. 253, 49 L. ed. 1040.

[13] McHenry v. Alford, 168 U. S. 651, 42 L. ed. 614.

[14] Cross v. Evans, 167 U. S. 60, 42 L. ed. 77; Warner v. New Orleans, 167 U. S. 467, 42 L. ed. 239; Graver v. Faurot, 162 U. S. 435, 40 L. ed. 1030; Delmonte Min. & M. Co. v. Last Chance Min. & M. Co., 171 U. S. 55, 43 L. ed. 72; Graver v. Faurot, 162 U. S. 435, 40 L. ed 1030; Warner v. New Orleans, 167 U. S. 467, 42 L. ed. 239; Emsheimer v. New Orleans, 186 U. S. 33, 46 L. ed. 1042; Felsenheld v. U. S., 186 U. S. 126, 46 L. ed. 1085; Chicago, B. & Q. R. Co. v. Williams, 205 U. S. 444, 51 L. ed. 875; German Ins. Co. v. Hearne, C. C. A., 118 Fed. 134.

[15] Cincinnati H. & D. R. Co. v. McKeen, 149 U. S. 259, 37 L. ed. 725; Farmers' & M. State Bank v. Armstrong, C. C. A., 49 Fed. 600.

[16] Sigafus v. Porter, C. C. A., 85 Fed. 689.

[17] U. S. v. Jahn, 155 U. S. 109, 39 L. ed. 87; McLish v. Roff, 141 U. S. 661, 668, 35 L. ed. 893, 895.

cation of the Constitution of the United States,[18] may thus be certified in a case of which the Circuit Court of Appeals has jurisdiction. A *certiorari* will issue from the Supreme Court under this section of the Judicial Code where questions of gravity or importance are involved [19] or in the interest of uniformity of decision.[20] The writ is issued with great liberality in cases of admiralty, and very rarely in patent cases. The writ may issue in a case which the Circuit Court of Appeals has dismissed for an alleged want of jurisdiction.[21] The Supreme Court may, but rarely will, order the certification of the record on an appeal to the Circuit Court of Appeals from an interlocutory order.[22] "Where an application is submitted to this court for a writ of certiorari to review a descision of a circuit court of appeals or any other court, it shall be necessary for the petitioner to furnish as an exhibit to the petition a certified copy of the entire transcript of record of the case, including the proceedings in the court to which the writ of certiorari is asked to be directed.[23] The petition shall contain only a summary and

[18] Am. Sugar Refining Co. v. New Orleans, 181 U. S. 277, 45 L. ed. 859.

[19] It will usually issue where questions of international importance are involved; *Re* Lau Ow Bew, 141 U. S. 583, 587, 588, 35 L. ed. 868, 869, 870; U. S. v. The Three Friends, 166 U. S. 1, 41 L. ed. 897, and where there is a question as to the disqualification of a judge of the Circuit Court of Appeals to sit in the case. American Constr. Co. v. Jacksonville, T. & K. W. Ry. Co., 148 U. S. 372, 37 L. ed. 486.

[20] *Re* Woods, 143 U. S. 202, 206, 36 L. ed. 125, 126, per Fuller, C. J. *Cf.* Chicago & N. W. Ry. Co. v. Osborne, 146 U. S. 354, 36 L. ed. 1002; where there is a difference of opinion between different Circuit Courts of Appeals; Columbus Watch Co. v. Robbins, 148 U. S. 266, 37 L. ed. 445; where there is an important conflict between the decisions of a Circuit Court of Appeals and a State Supreme Court in the same circuit; Forsyth v. Hammond, 166 U. S. 506, 41 L. ed. 1095; Anderson v. Moyer, 139 Fed. 499.

[21] Kingman & Co. v. Western Mfg. Co., 170 U. S. 675, 42 L. ed. 1192; American S. R. Co. v. New Orleans, 181 U. S. 277, 45 L. ed. 859.

[22] American Constr. Co. v. Jacksonville, T. & K. W. Ry. Co., 148 U. S. 372, 386, 37 L. ed. 486, 492; Harriman v. Northern Securities Co., 197 U. S. 244, 49 L. ed. 739; Flannelly v. Delaware & Hudson Co., 225 U. S. 597, 56 L. ed. 1221, an order granting a new trial.

[23] It seems that, if a certified copy of the record is already on file, a new one need not then be presented to the court. A deposit of twenty-five dollars for the clerk's fees should be made when the papers are filed. Farrel v. O'Brien, 199 U. S. 89, 101, 56 L. ed. 101, 107.

short statement of the matter involved and the general reasons relied on for the allowance of the writ. A failure to comply with this provision will be deemed a sufficient reason for denying the petition. Thirty printed copies of such petition and of any brief deemed necessary shall be filed. Notice of the date of submission of the petition, together with a copy of the petition and brief, if any, in support of the same shall be served on the counsel for the respondent at least two tweeks before such date in all cases except where the counsel to be notified resides west of the Rocky Mountains, in which cases the time shall be at least three weeks. The brief for the respondent, if any, shall be filed at least three days before the date fixed for the submission of the petition. Oral argument will not be permitted on such petitions, and no petition will be received within three days next before the day fixed upon the adjournment of the court for the term." [24] The Supreme Court cannot issue a *certiorari* to bring before it a case when it has appellate jurisdiction to review the same by appeal or writ of error.[25] The Supreme Court may issue a *certiorari* directing the whole case before the Circuit Court of Appeals to be certified to it for its decision, whether its advice is requested or not.[26] It will then ordinarily decide the whole matter in controversy, in the same manner as if it had been brought up for review by writ of error or appeal.[27]

The decision of the Circuit Court of Appeals upon a former appeal in the same case may thus be reviewed.[28] The writ may issue after the mandate of the Circuit Court of Appeals has been sent to the court of first instance.[29] In this, and in other cases, the mandate of the Supreme Court is ordinarily addressed directly to the court of first instance, namely: the District Court, or Supreme Court of the District of Columbia, as the case may be.[30] The writ may be issued at any time within a

[24] S. C. Rule 37 as amended June 10, 1912, 225 U. S. 693.

[25] Lau Ow Bew v. U. S., 144 U. S. 47, 36 L. ed. 340.

[26] Lau Ow Bew v. U. S., 144 U. S. 47, 36 L. ed. 340.

[27] Loewe v. Lawlor, 208 U. S. 274, 52 L. ed. 488.

[28] Panama R. Co. v. Napier Shipping Co., 166 U. S. 280, 41 L. ed. 1004. But see Smith v. Vulcan Iron Works, 165 U. S. 518, 41 L. ed. 810.

[29] The Conqueror, 166 U. S. 110, 41 L. ed. 937.

[30] The Conqueror, 166 U. S. 110, 41 L. ed. 937, *infra*, § 712.

year after the decision, which it brings up for review;[31] but it cannot issue after the expiration of that year.[32]

The errors assigned by a party who took a cross-appeal to the Circuit Court of Appeals, but who filed no petition for the *certiorari*, will not be considered.[33] The effect of the writ is ordinarily to suspend all proceedings by the Circuit Court of Appeals and by the trial court in obedience to its mandate; and it has been said that it does not authorize the court of first instance, before a decision of the Supreme Court, to set aside orders previously made in obedience to the mandate before the *certiorari* was issued.[34] Where upon a petition for the writ of *certiorari*, a rule to show cause is entered, a return made to the rule and full argument had, the court, if there is no dispute as to the facts, may, and usually will, order the return to stand as the return to the writ and decide the case at once.[35] A transcript certified upon a void appeal, which is dismissed, may be treated as a return to the writ.[36] Upon a *certiorari* to review an order vacating an injunction, the Supreme Court may dispose of the whole case.[37]

The act of February 11, 1903 provides: that where the judges of the circuit court sitting in a suit in equity, brought under the monopoly law or the interstate commerce laws, are divided in opinion, "the case shall be certified to the Supreme Court for review in like manner as if taken there by appeal as hereinafter provided."[38] It has been held that the

[31] The Conqueror, 166 U. S. 110, 114, 41 L. ed. 937.

[32] Ayres v. Polsdorfer, 187 U. S. 585, 595, 47 L. ed. 314, 317; Spencer v. Duplan Silk Co., 191 U. S. 526, 532, 48 L. ed. 287.

[33] Hubbard v. Tod, 171 U. S. 474, 43 L. ed. 246; Montana Min. Co. v. St. Louis Min. & Mill. Co., 186 U. S. 24, 46 L. ed. 1039.

[34] Louisville N. A. & C. Ry. Co. v. Louisvile Trust Co., 78 Fed. 659.

[35] Am. Sugar Ref. Co. v. New Orleans, 181 U. S. 277, 283, 45 L. ed. 859, 862.

[36] Farrell v. O'Brien, 199 U. S. 89, 101, 50 L. ed. 101, 107.

[37] Harriman v. Northern Securities Co., 197 U. S. 244, 49 L. ed. 739.

[38] Act of Feb'y. 11, 1903, 32 St. at L. 823, 10 Fed. St. Ann. 199, Comp. St. Supp. 622, Pierce Fed. Code, § 7696. This cannot be done until the final decree or judgment has been entered below. Baltimore & Ohio R. R. Co. v. Interstate Commerce Commission, 215 U. S. 216, 54 L. ed. 164. It has been held that when there is a division of opinion concerning an order upon a motion for a preliminary injunction, the court below is not required to make such a certificate. Southern Pac. T.

whole case cannot thus be certified, at least before final judgment.[39]

§ 690. Review of decisions of Courts of Claims. The Supreme Court has jurisdiction to review by appeal, on behalf of the United States, all final judgments of the Court of Claims adverse to the United States; by appeal, on behalf of the plaintiff, all judgments of the Court of Claims in any case where the amount in controversy exceeds three thousand dollars, or his claim has been forfeited to the United States for fraud.[1] Where the United States has taken an appeal from a decision of the Court of Claims against them, the claimant may take a cross-appeal from so much of the judgment as disallowed part of his claim, although the sum of the items disallowed does not exceed $3,000.[2] No appeal lies to the Supreme Court from the findings and decisions of the Court of Claims upon a claim sent thereto by the head of a department for investigation, in pursuance of an act of Congress, which does not make the decisions of the court binding upon the department.[3] The practice upon such appeals has been explained in the previous chapter on the Court of Claims.[4]

§ 691. Review by Supreme Court of decisions of the courts of the District of Columbia, Alaska and the Islands. "Any final judgment or decree of the court of appeals of the District of Columbia may be re-examined and affirmed, reversed, or modified by the Supreme Court of the United States, upon writ of error or appeal, in the following cases: First. In cases in which the jurisdiction of the trial court is in issue; but when any such case is not otherwise reviewable in said Supreme Court, then the question of jurisdiction alone shall be certified to said Supreme Court for decision.[1] Second. In prize cases. Third. In cases involving the construction or ap-

Co. v. Interstate Commerce Commission, 166 Fed. 134.

[39] Baltimore & Ohio R. R. Co. v. Interstate Commerce Commission, 215 U. S. 216, 54 L. ed. 164.

§ 690. [1] Jud. Code, § 242, 36 St. at L. 1087; U. S. R. S., § 707.

[2] U. S. v. Mosby, 133 U. S. 273, 289, 33 L. ed. 625, 631.

[3] *Re* Sanborn, 148 U. S. 222, 37 L. ed. 429. *Cf.* Talbert v. U. S., 155 U. S. 45, 39 L. ed. 64. But see U. S. v. Jones, 119 U. S. 477, 30 L. ed. 440. For cases where the Supreme Court refused to look into the facts, see McClure v. U. S., 116 U. S. 145, 29 L. ed. 572; Union Pac. Ry. Co. v. U. S., 116 U. S. 154, 29 L. ed. 584.

[4] *Supra*, § 686.

§ 691. [1] See *supra*, § 688.

plication of the Constitution of the United States, or the constitutionality of any law of the United States, or the validity or construction of any treaty made under its authority.[2] Fourth. In cases in which the constitution, or any law of a State, is claimed to be in contravention of the Constitution of the United States.[3] Fifth. In cases in which the validity of any authority exercised under the United States, or the existence or scope of any power or duty of an officer of the United States is drawn in question.[4] Sixth. In cases in which the

2 Ibid.

3 Ibid.

4 "It will be observed that this section," now subdivision fifth, "of the statute, while it is based upon the general principle which is found in the act of Congress allowing writs of error from this court to the highest courts of a State, namely, to protect parties against the exercise of an unlawful power on the part of the State authorites, does not use the language which is found in that act, that to give this court jurisdiction the decison of the State court must be *against* the right or power set up by the party under the laws of the United States." Clayton v. Utah, 132 U. S. 632, 637, 33 L. ed. 455. See Idaho & O. Land Imp. Co. v. Bradbury, 132 U. S. 509, 33 L. ed. 433; *supra*, § 688; *infra*, § 692. The phrase "validity of a statute," when used in the Acts of Congress which confer jurisdiction to review the decisions of the Supreme Courts of the District and the Territories, refers to the power of Congress to pass the particular statute at all, and not to mere judicial construction. Baltimore & P. R. Co. v. Hopkins, 130 U. S. 210, 226, 32 L. ed. 908, 914, per Fuller, C. J.; District of Columbia v. Gannon, 130 U. S. 227, 32 L. ed. 922; Telluride Power Transmission Co. v. Rio Grande W. Ry. Co., 175 U. S. 639, 44 L. ed. 305. The validity of a statute is not drawn in question every time rights claimed under such statute are controverted; nor is the vilidity of an authority, every time an act done by such authority is disputed. Cook County v. Calumet & C. C. & D. Co., 138 U. S. 635, 653, 34 L. ed. 1110, 1116, per Fuller, C. J. It seems that the authority exercised in the case appealed, by the court from which the appeal is taken, is not the authority intended by the act. Snow v. U. S., 118 U. S. 346, 347, 30 L. ed 207, 208. The validity of an authority is not drawn in question unless such validity is primarily denied, and the denial made the subject of direct inquiry. Cook County v. Calumet & Co. C. & D. Co., 138 A rule of practice, established by the Commissioner of Patents, may U. S. 635, 653, 34 L. ed. 1110, 1116, constitute an authority under the laws of the United States. U. S. ex rel. Steinmetz v. Allen, 192 U. S. 543, 48 L. ed. 555. No appeal nor writ of error lies from the decision of the Court of Appeals upon an appeal from the Commissioner of Patents. Frasch v. Moore, 211 U. S. 1, 53 L. ed. 65. Patent application or an application for a trademark, E. C. Atkins & Co. v. Moore, 212 U. S. 285, 53 L. ed. 515. The validity of an authority is drawn in question when the right to hold an office is

construction of any law of the United States is drawn in question by the defendant. Except as provided in the next succeeding section, the judgments and decrees of said court of appeals shall be final in all cases arising under the patent laws, the copyright laws, the revenue laws, the criminal laws, and in admiralty cases;[5] and, except as provided in the next succeeding section, the judgments and decrees of said court of appeals shall be final in all cases not reviewable as hereinbefore provided. Writs of error and appeals shall be taken within the same time, in the same manner, and under the same regulations as writs of error and appeals are taken from the circuit courts of appeals to the Supreme Court of the United States."[6] "The Supreme Court may also review, by *certiorari*, the decisions of the Court of Appeals of the District of Columbia in cases similar to those in which it has the power thus to review the decisions of the Circuit Court of Appeals."[7] "Appeals and writs of error may be taken and prosecuted from final judgments and

disputed. Clough v. Curtis, 134 U. S. 361, 370, 33 L. ed. 945. The validity of an authority exercised under the United States is not drawn in question by defending a suit brought by the government for the abatement of a fence upon public land. Cameron v. U. S., 146 U. S. 533, 36 L. ed. 1077; U. S. ex rel. Taylor v. Taft, 203 U. S. 461, 51 L. ed. 269, but by an application for a *mandamus* to compel an officer to allow a credit which he rejected. U. S. v. Lynch, 137 U. S. 280, 34 L. ed. 700, when auditing an account where a government employe does not deny the authority of the president or his representative to dismiss him, by his contention that his dismissal is illegal because certain rules and regulations of the civil service were not observed. U. S. v. Taft, 203 U. S. 461, 51 L. ed. 269.

[5] This does not extend to cases where the act of Congress construed by the Court of Appeals is a purely local law relating to the district and has no general application throughout the United States. Am. Security Co. v. Dist. of Columbia, 224 U. S. 491, 56 L. ed. 856.

[6] Jud. Code, § 250, 36 St. at L. 1087, re-enacting in substance 27 St. at L. 436; 23 St. at L. 443; Baltimore & P. R. Co. v. Hopkins, 130 U. S. 210, 32 L. ed. 908; District of Columbia v. Gannon, 130 U. S. 227, 32 L. ed. 922; *Re* Heath, 144 U. S. 92, 36 L. ed. 358; Parsons v. District of Columbia, 170 U. S. 15, 42 L. ed. 943; 29 St. at L. 692; Code D. C. § 231; 31 St. at L. 1189; Winston v. U. S., 172 U. S. 303, 43 L. ed. 456; Sinclair v. District of Columbia, 192 U. S. 16, 48 L. ed. 322. This section should be strictly construed, as the intent of Congress was to lighten the labor of the Supreme Court. Am. Security Co. v Dist. of Columbia, 224 U. S. 491, 56 L. ed. 856.

[7] Jud. Code, § 251, 36 St. at L 1087, quoted *supra*, § 689.

decrees of the district court for the district of Alaska or for any division thereof, direct to the Supreme Court of the United States, in the following cases: In prize cases; and in all cases which involve the construction or application of the Constitution of the United States, or in which the constitutionality of any law of the United States or the validity or construction of any treaty made under its authority is drawn in question, or in which the constitution or law of a State is claimed to be in contravention of the Constitution of the United States. Such writs of error and appeal shall be taken within the same time, in the same manner, and under the same regulations as writs of error and appeals are taken from the district courts to the Supreme Court." [8] "Writs of error and appeals from the final judgments and decrees of the supreme court of, and the United States district court for, Porto Rico, may be taken and prosecuted to the Supreme Court of the United States, in any case wherein is involved the validity of any copyright, or in which is drawn in question the validity of any copyright, or in which is drawn in question the validity of a treaty or statute of, or authority exercised under, the United States, or wherein the Constitution of the United States, or a treaty thereof, or an Act of Congress is brought in question and the right claimed thereunder is denied, without regard to the sum or value of the matter in dispute; and in all other cases in which the sum or value of the matter in dispute, exclusive of costs, to be ascertained by the oath of either party or of other competent witnesses, exceeds the sum or value of five thousand dollars. Such writs of error and appeals shall be taken within the same time, in the same manner, and under the same regulations as writs of error and appeals are taken to the Supreme Court of the United States from the district courts." [9] It may be that the Supreme Court

[8] Jud. Code, § 247, 36 St. at L 1087. See 31 St. at L. 414, Alaska Code of Civ. Proc., § 504. For decisions upon appeals and writs of error brought to review the judgments of courts of Territories which have subsequently become States, see Williams v. First Nat. Bank of Pauls Valley, 216 U. S. 582, 54 L. ed. 625; Eagle Mining Co. v. Hamilton, 218 U. S. 513, 54 L. ed. 1131; Young v. U. S., 176 Fed. 612.

[9] Jud. Code, § 244, 36 St. at L. 1087, re-enacting in part 23 St. at L. 443. See 31 St. at L. 84; Serralles' Succession v. Esbri, 200 U. S. 103, 0 L. ed. 391; Royal Ins. Co. v. Martin, 192 U. S. 149, 11, 49 L. ed. 385, 389; Amado v. U. E., 195 U. S. 172, 49 L. ed. 145;

of the United States may review a conviction of a capital crime by writ of error immediately to the judgment of the Supreme

Garrozi v. Dastas, 204 U. S. 64, 51 L. ed. 369. *Cf.* Hijo v. U. S., 194 U. S. 315, 48 L. ed. 994. This statute does not affect the exclusive method of review of bankruptcy proceedings, for which provision is made in the Bankruptcy Law. Tefft, Weller & Co. v. Munsuri, 222 U. S. 114, 56 L. ed. 118. Upon a writ of error, the court can review such legal questions as arose upon the face of the record and appeared by a bill of exceptions, including the sufficiency of findings to sustain the decree, and, when there is a bill of exceptions, rulings on the objection and admission of testimony to which exceptions were duly taken. Garzot v. de Rubio, 209 U. S. 283, 52 L. ed. 794. Prior to the Judicial Code, the Supreme Court, upon appeals, was bound by the findings of fact in the court below. Gonzales v. Buist, 224 U. S. 126, 56 L. ed. 693. It has been said that not every mere question of irregularity in the application of a law of the United States justifies a review by the Supreme Court, and held that the generality of statement as regards the statement thereof and the absence of specifications to sustain the same would justify a dismissal of the writ. Arran v. Zurrinach, 222 U. S. 395, 56 L. ed. 246. Where the decision is based upon the construction of a Territorial statute and not upon the power of the Legislature to pass the same, there is no appeal if the amount in controversy is less than $5,000. Albright v. Sandoval, 216 U. S. 342, 54 L. ed. 509. The decision as to who has the right to an office, which depends upon whether the office was vacant and whether an appointment was made before the statute took effect, depends upon the construction of such statute, and if it involves less than the jurisdictional amount is not appealable. Ibid. A claim that the District Court of the United States of Porto Rico should follow the local statute in the selection of grand jurors, Crowley v. U. S., 194 U. S. 461, 48 L. ed. 1075; and that grand jurors were not selected or drawn as required by the Federal statutes, Rodriguez v. U. S., 198 U. S. 156, 49 L. ed. 994; are, when made by a man who has been indicted, claims of rights under statutes of the United States. So is the contention that a local law of Porto Rico is void because it is in conflict with a specified act of Congress; Kent v. Porto Rico, 207 U. S. 113, 52 L. ed. 127 (where the writ of error was dismissed because the claim was frivolous); but not a general claim that an indictment does not charge "an offense under the statutes of the United States." Amado v. U. S., 195 U. S. 172, 49 L. ed. 145. The contention that a jury trial cannot be had at a special term held at Mayaguez is too clearly frivolous to sustain a writ of error to the Supreme Court of the United States. American R. Co. v. Castro, 204 U. S. 453, 51 L. ed. 564. The denial of a writ of mandamus to compel the recognition of certain judgments exceeding $5,000 and a levy of taxes by municipal officers of five mills on the dollar, each year, to pay the same, involves the jurisdictional amount. Beadles v. Smyser, 209 U. S. 393, 52 L. ed. 849.

Court of the District of Columbia.[10] The Supreme Court reviews final judgments and decrees of the District Court of Hawaii under the same circumstances that it reviews those of the District Courts of the United States.[11]

"Writs of error and appeals from the final judgments and decrees of the supreme court of the Territory of Hawaii may be taken and prosecuted to the Supreme Court of the United States, within the same time, in the same manner, under the same regulations, and in the same classes of cases, in which writs of error and appeals from the final judgments and decrees of the highest court of a State in which a decision in the suit could be had, may be taken and prosecuted to the Supreme Court of the United States under the provisions of section two hundred and thirty-seven; and also in all cases wherein the amount involved, exclusive of costs, to be ascertained by the oath of either party or of other competent witnesses, exceeds the sum or value of five thousand dollars." [12] Only final decisions can be reviewed,[13] and the refusal of an order granting a new trial case can not be reviewed.[14]

"The Supreme Court of the United States shall have jurisdiction to review, revise, reverse, modify, or affirm the final judgments and decrees of the supreme court of the Philippine Islands in all actions, cases, caused, and proceedings now pending therein or hereafter determined thereby, in which the Constitution, or any statute, treaty, title, right, or privilege of the United States is involved, or in causes in which the value in controversy exceeds twenty-five thousand dollars, or in which the title or possession of real estate exceeding in value the sum of twenty-five thousand dollars, to be ascertained by the oath

[10] 25 St. at L. 655, § 6; Cross v. U. S., 145 U. S. 571, 576, 36 L. ed. 821, 823. But see Sinclair v. District of Columbia, 192 U. S. 16, 19, 48 L. ed. 322, 324; New v. Oklahoma, 195 U. S. 252, 49 L. ed. 182. *Cf.* § 688, *supra.*

[11] Jud. Code, § 238, 36 St. at L. 1087. See § 688, *supra.* For the former statutes, see 31 St. at L. 141, 158, § 86; 33 St. at L. 1035, § 3.

[12] Jud. Code, § 246, 36 St. at L. 1087. See 31 St. at L. 141, 158, 33 St. at L. 1035; Equitable Life Assur. Soc. v. Brown, 187 U. S. 308; 47 L. ed. 190; Cotton v. Hawaii, 211 U. S. 162, 53 L. ed. 131; Harrison v. Magoon, 205 U. S. 501, 51 L. ed. 900. *Cf.* U. S. R. S., § 709.

[13] Cotton v. Hawaii, 211 U. S. 162, 53 L. ed. 131.

[14] Ibid.

of either party or of other competent witnesses, is involved or brought in question; and such final judgments or decrees may and can be reviewed, revised, reversed, modified, or affirmed by said Supreme Court on appeal or writ of error by the party aggrieved, within the same time, in the same manner, under the same regulations, and by the same procedure, as far as applicable, as the final judgments and decrees of the district courts of the United States." [15] Formerly the Supreme Court of the United States, where the value of the matter in dispute exceeded the sum or value of $5,000, might review the judgments of the Court of Appeals of the District of Columbia which affirmed or modified the settlement of accounts by the Orphans' Court,[16] and which affirmed judgments admitting wills to probate.[17]

Where the validity of a patent or copyright is not involved, and the validity of a treaty, statute or authority exercised under the United States is not in question, the Supreme Court has no jurisdiction of appeals from orders, decrees or judgments of the Court of Appeals of the District of Columbia upon applications for writs of *habeas corpus*,[18] not even where the right to the custody of a child is involved.[19]

The decisions of the Court of Appeals of the District of Columbia upon appeals from the Commissioner of Patents, in connection with applications for patents [20] and trademarks,[21] are not reviewable by the Supreme Court of the United States. It seems that the Supreme Court of the United States may also directly review the decisions of the Supreme Court of the Dis-

[15] Jud. Code, § 248, 36 St. at L. 1087. See 32 St. at L. 695; *supra*, § 72. An affidavit that the value of the land in suit exceeded $25,000 was held not to be sufficient to confer jurisdiction where only a half interest of the same was affected and the affidavit did not show that the affiant appraised the half interest only. Enriquez v. Enriquez, 222 U. S. 123, 56 L. ed. 122. Such an appeal extends to an examination of the facts as well as of the law. De La Rama v. De La Rama, 201 U. S. 303, 309, 50 L. ed. 765, 767. The fact that the decree grants a divorce and separation, and awards alimony, is no objection to the jurisdiction. De La Rama v. De La Rama, 201 U. S. 303, 50 L. ed. 765.

[16] Kennedy v. Sinnott, 179 U. S. 606, 45 L. ed. 339.

[17] Ormsby v. Webb, 134 U. S. 47, 33 L. ed. 805.

[18] Cross v. Burke, 146 U. S. 82, 36 L. ed. 896.

[19] Perrine v. Slack, 164 U. S. 452, 41 L. ed. 510.

[20] Frasch v. Moore, 211 U. S. 1, 53 L. ed. 65.

[21] E. C. Atkins & Co. v. Moore, 212 U. S. 285, 53 L. ed. 515.

trict of Columbia, when sitting as a Court of Bankruptcy, in the same cases that it might review if decided by another Court of Bankruptcy.[22] The Supreme Court cannot review the decisions of the Court of Appeals of the District of Columbia in criminal cases;[23] not even where the result of the judgment is the forfeiture of a right to a sum of money in excess of the jurisdictional amount;[24] nor in a capital case.[25] Perhaps the Supreme Court of the United States may review a conviction of a capital crime by a writ of error to the judgment of the Supreme Court of the District of Columbia.[26]

The Supreme Court of the United States had formerly jurisdiction to review the final judgments and decrees of the Supreme Courts of the continental Territories which were not subject to review by the Circuit Courts of Appeals; that is, in cases not founded on citizenship nor arising under the patent, revenue or criminal laws, nor in admiralty; and in which were involved the validity of a copyright, or the validity of a treaty of a statute, or of an authority exercised under the United States was drawn in question; also in any case in which a Circuit Court of Appeals had no jurisdiction, wherein the value of the matter in dispute, exclusive of costs, exceeded five thousand dollars;[27] and perhaps also in cases of applications for the writ of *habeas corpus*.[28]

It seems that the Supreme Court of the United States may also review the decisions of the District Courts of the several Territories, including the District Courts of Pórto Rico and Ha-

22 Audubon v. Shufeldt, 181 U. S. 575, 45 L. ed. 1009. See *supra*, § 495.

23 Chapman v. U. S., 164 U. S. 436, 41 L. ed. 504; Sinclair v. District of Columbia, 192 U. S. 16, 48 L. ed. 322.

24 Fields v. U. S., 205 U. S. 292, 51 L. ed. 807.

25 *Re* Heath, 144 U. S. 92, 36 L. ed. 358; Cross v. U. S., 145 U. S. 571, 36 L. ed. 821.

26 25 St. at L. 655, § 6; Cross v. U. S., 145 U. S. 571, 576, 36 L. ed. 821, 823. But see Sinclair v. District of Columbia, 192 U. S. 16, 19, 48 L. ed. 322, 324; New v. Oklahoma, 195 U. S. 252, 49 L. ed. 182.

27 23 St. at L. 443; Shute v. Keyser, 149 U. S. 649; Aztec Mining Co. v. Ripley, 151 U. S. 79.

28 Simms v. Simms, 175 U. S. 162, 166; Gonzales v. Cunningham, 164 U. S. 612.

waii and of the United States courts in the Indian Territory and District of Alaska, when sitting as Courts of Bankruptcy.[29]

Formerly the Supreme Court had jurisdiction of appeals from the United States courts in the Indian Territory "in all citizenship cases, and in all cases between either of the Five Civilized Tribes and the United States involving the constitutionality or validity of any legislation for the citizenship, or the allotment of lands in the Indian Territory, under the rules and regulations governing appeals to said courts in other cases." [30]

§ 692. Writs of error from the Supreme Court to State courts. The Revised Statutes provide that "a final judgment or decree in any suit in the highest court of a State in which a decision in the suit could be had, where is drawn in question the validity of a statute of, or an authority exercised under, the United States, and the decision is against their validity, or where is drawn in question the validity of a statute of, or authority exercised under, any State, on the ground of their being repugnant to the Constitution, treaties, or laws of the United

[29] See *supra*, § 669.

[30] 30 St. at L. 591. Such appeals must be taken "within sixty days from final judgment; but in no such case shall the work of the commission to the Five Civilized Tribes be enjoined or suspended by any proceeding in, or order of, any court, or of any judge, until after final judgment in the Supreme Court of the United States. In case of appeals, as aforesaid, it shall be the duty of the Supreme Court to advance such cases on the docket and dispose of the same as early as possible." Ibid. See Stephens v. Cherokee Nation, 174 U. S. 445, 481, 43 L. ed. 1041, 1054; Brown v. U. S., 171 U. S. 635, 43 L. ed. 314. The Supreme Court of the United States had no other jurisdiction to review by appeal or writ of error the judgments or decree of the United States court in the Indian Territory, not even in capital cases. Brown v. U. S., 171 U. S. 631, 43 L. ed. 312. Nor where the constitutionality of an act of Congress was in question. Ansley v. Ainsworth, 180 U. S. 253, 45 L. ed. 517. Such judgments and decree were reviewed by the Court of Appeals for the Indian Territory. Writs of error and appeals from the final decisions in that appellate court may be allowed and taken to the Circuit Court of Appeals for the Eighth Circuit, in the same manner as appeals are taken thereto from the District Courts of the United States. 28 St. at L. 698; *infra*, § 693. It may be that the Supreme Court can review the decisions of that Circuit Court of Appeals upon appeals and writs of error from the Indian Territory in the same cases as when such decrees are rendered upon appeals or writs of error from the District Courts of the United States. See Ansley v. Ainsworth, 180 U. S. 253, 260, 45 L. ed. 517, 520.

States, and the decision is in favor of their validity; or where any title, right, privilege, or immunity is claimed under the Constitution, or any treaty, or statute of, or commission held or authority exercised under the United States, and the decision is against the title, right, privilege, or immunity specially set up or claimed by either party, under such Constitution, treaty, statute, commission, or authority,—may be re-examined, and reversed or affirmed, in the Supreme Court upon a writ of error. The writ shall have the same effect as if the judgment or decree complained of had been rendered or passed in a court of the United States; and the proceedings upon the reversal shall be the same, except that the Supreme Court may, at their discretion, proceed to a final decision of the case, and award execution, or remand the same to the court from which it was so removed. The Supreme Court may re-affirm, reverse, modify, or affirm the judgment or decree of such State court, and may, at their discretion, award execution, or remand the same to the court from which it was removed by the writ."[1] The title or

§ 692. [1] U. S. R. S., § 709. *Cf. supra*, § 691. A defense grounded upon an order of a Federal court is a claim of a right or immunity under an authority exercised under the United States. Texas & Pac. Ry. Co. v. Johnson, 151 U. S. 81, 99, 38 L. ed. 81, 87; Pittsburgh, C., C. & St. L. Ry. Co. v. Long Island L. & Tr. Co., 172 U. S. 493, 43 L. ed. 528. See Acme Harvester Co. v. Beckman Lumber Co., 222 U. S. 300. So is a defense based upon a decree of a Federal court. Dowell v. Applegate, 152 U. S. 327, 38 L. ed. 463; Virginia-Carolina Chemical Co. v. Kirven, 275 U. S. 252, 54 L. ed. 179. But see Avery v. Popper, 179 U. S. 305, 45 L. ed. 203. Such is not a defense or claim founded upon the judgment of a foreign State, unless the plaintiff in error rests upon a clause in the treaty. Ætna Life Ins. Co. v. Tremblay, 223 U. S. 185, 56 L. ed. 398. As to bankruptcy, see *supra*, § 669. A writ of error lies to review a judgment of the highest court of a State, denying to the plaintiff in error a right claimed under the rules of navigation established by Federal statutes. Belden v. Chase, 150 U. S. 674, 691, 37 L. ed. 1218, 1224. The United States may thus review a decision denying its claim to a lien upon an unfinished boat. U. S. v. Ansonia Brass & Copper Co., 218 U. S. 452, 54 L. ed. 1107. So when the court denied the contention of the plaintiff in error that a State statute affecting interstate transportation was void as a regulation of interstate commerce. Adams Express Co. v. Commonwealth of Kentucky, 214 U. S. 218, 53 L. ed. 972. In the absence of an act of Congress upon the subject no writ of error will review a judgment concerning an obstruction to a navigable stream. North Shore Boom & Driving Co. v. Nicomen Boom Co., 212 U. S. 406, 53 L. ed.

right claimed under the Federal law must be one claimed by the plaintiff in error, and not the right of a third person only.[2] An injury directly resulting from the denial of a claim of a constitutional right must appear.[3] The fact that the statute may be unconstitutional as against a class, to which the party complaining does not belong, does not authorize the reversal of a judgment enforcing the statute against him.[4] The validity of a stat-

574. The State court does not deny due faith and credit to a provision of a statute or constitution or another State by giving an erroneous construction thereto. Smithsonian Institution v. St. John, 214 U. S. 19, 53 L. ed. 892; El Paso & Southwestern R. R. Co. v. Eichel, 226 U. S. 590, 57 L. ed. —. A judgment for the recovery of land against defendants, officers of the army, who claim to hold the same as the property of the United States, may be thus reviewed. Stanley v. Schwalby, 147 U. S. 508, 37 L. ed. 259. Where the title to the plaintiff in error depends upon the construction of an act of Congress, which has been decided adversely to him by the State court, there may be a review. Scully v. Squier, 215 U. S. 144, 54 L. ed. 131; Taylor v. Anderson, 197 Fed. 383. A judgment of a State court against a receiver appointed by a Federal court, who has made no defense, based upon the Constitution or a Federal statute or authority cannot. Bansman v. Dixon, 173 U. S. 113, 43 L. ed. 633. But see McNulta v. Lochridge, 141 U. S. 327, 35 L. ed. 796. See also Mo. Pac. Ry. Co. v. Fitzgerald, 160 U. S. 556, 40 L. ed. 536. For a discussion of this statute see 63 L.R.A. 329. Whether a State officer is subject to removal under the State Civil Service Laws does not present a Federal question; and upon an application for the writ of mandamus to compel restoration to office, the court will not consider the rights which the petitioner has in a fund, of which he may not be deprived without due process of law. Preston v. City of Chicago, 226 U. S. 447, 57 L. ed. —.

[2] Giles v. Little, 134 U. S. 645, 650, 33 L. ed. 1062; Owings v. Norwood, 5 Cranch, 344, 3 L. ed. 120; Conde v. York, 168 U. S. 642, 42 L. ed. 611; Lampasas v. Bell, 180 U. S. 276, 45 L. ed. 527; Tyler v. Judges, 179 U. S. 405, 45 L. ed. 252; Nutt v. Knut, 200 U. S. 12, 19, 50 L. ed. 348, 352, per Harlan, J.: "A party who insists that a judgment cannot be rendered against him consistently with the statutes of the United States may be fairly held, within the meaning of section 709, to assert a right and immunity under such statutes, although the statutes may not give the party himself a personal or affirmative right that could be enforced by direct suit against his adversary." See Illinois Central Railroad v. McKendree, 203 U. S. 514, 525, 51 L. ed. 298, 303.

[3] Chadwick v. Kelly, 187 U. S. 540, 47 L. ed. 293.

[4] Lee v. New Jersey, 207 U. S. 67, 52 L. ed. 106; Southern Ry. Co. v. King, 217 U. S. 524, 54 L. ed. 868; Engel v. O'Malley, 219 U. S. 128, 55 L. ed. 128. See Farabee v. Dolley, 175 Fed. 365. Where a State statute applies to both intra-

ute is not drawn in question every time that a right claimed under such statute is controverted; nor is the validity of an authority drawn in question every time that an act done by such authority is disputed.[5] Where the decision of the State court is in favor of the title, right, privilege, or immunity claimed under the Federal authority, the Supreme Court has no jurisdiction to review it.[6]

It seems, that a trustee in bankruptcy can obtain a writ of error to review a judgment of a State court in an action brought by him to recover assets.[7] A judgment of a State court may be reversed because it takes the property of the plaintiff in error without due process of law although there is no constitutional objection to the statute under which the court has acted, when there has not been due notice of the proceedings,[8] or the rulings of the court upon the admission or exclusion of evidence or charging the jury enforce a rule of law repugnant to the Federal Constitution;[9] but a question of fact decided by a jury in a State court cannot be re-examined by the Supreme Court of the United States upon writ of error.[10] It has been said that, when the highest court of a State has interpreted a

state and interstate shipments, but the shipment involved is wholly intrastate, this court will not consider the validity of the statute when applied to interstate shipments. Seaboard Air Line Railway v. Seegers, 207 U. S. 73, 52 L. ed. 108.

[5] Cook County v. Calumet & C. C. & D. Co., 138 U. S. 635, 653, 654, 34 L. ed. 1110, 1116, 1117; *supra*, § 497*b*; Rogers v. Clark Iron Co., 217 U. S. 589, 54 L. ed. 895. In Ferry v. King County, 141 U. S. 668, 35 L. ed. 895, held that the fact that a State statute and a mortgage made in pursuance thereof refer to certain acts of Congress as prescribing the rule and measure of the rights granted by the State thereunder, does not make the determination of such rights a Federal question. Miller's Ex'rs v. Swann, 150 U. S. 132, 137, 37 L. ed. 1028, per Brewer, J.

[6] Missouri v. Andriano, 138 U. S. 496, 34 L. ed. 1012.

[7] Rector v. City Deposit Bank Co., 200 U. S. 405, 50 L. ed. 527; *supra*, § 669.

[8] Scott v. McNeal, 154 U. S. 34, 38 L. ed. 896.

[9] Chicago, B. & Q. R. Co. v. Chicago, 166 U. S. 226, 41 L. ed. 979. It is no ground for review that a State court upon an application for the appointment of a receiver admitted testimony taken between the same parties in another suit. Waters-Pierce Oil Co. v. Texas, 212 U. S. 112, 53 L. ed. 432.

[10] Chicago, B. & Q. R. Co. v. Chicago, 166 U. S. 226, 242, 41 L. ed. 979, 986. No ground for review was raised by the contention that an assessment for taxation was exces-

contract affecting property and land, such interpretation becomes a part of such contract, upon which any purchaser of the land may rely, and a subsequent change thereof to his injury impairs the application of the contract.[11] The Supreme Court will not take jurisdiction because the highest court of the State, in construing a statute so as to bring it into harmony with the Federal and State constitutions so far neglected its obvious meaning as to make the judgment an exercise of legislative power.[12] "When a writ of error is issued for the revision of the judgment of a State court, in any criminal proceedings where is drawn in question the validity of a statute of, or an authority exercised under, the United States, or where any title, right, privilege, or immunity is claimed under the Constitution, or any statute of, or commission held or authority exercised under, the United States, the defendant, if charged with an offense that is bailable by the laws of such State, shall not be released from custody until a final judgment upon such writ, or until a bond, with sufficient sureties, in a reasonable sum, as ordered and approved by the State court, is given; and if the offense is not so bailable, until a final judgment upon the writ of error." [13] "Cases on writ of error to revise the judgment of a State court in any criminal case, shall have precedence, on the docket of the Supreme Court, of all cases to which the Government of the United States is not a party, excepting only such cases as the court, in its discretion, may decide to be of public importance." [15] The jurisdiction of the Supreme Court to review judgments and decrees of State courts, although at first bitterly contested,[16] has been held to be constitutional.[17] Where a Fed-

sive, exorbitant, unjust, and disproportionate to the assessment of similar property, when the validity of the statute was not drawn in question. First Nat. Bank v. City Council of Estherville, 215 U. S. 341, 54 L. ed. 223.

[11] Muhlker v. New York & Harlem R. Co., 197 U. S. 544, 49 L. ed. 872; Sauer v. New York, 206 U. S. 536, 549, 51 L. ed. 1176, 1182. But see Mohl v. Lamar Canal Co., 128 Fed. 776.

[12] Londoner v. Denver, 210 U. S. 373, 379, 52 L. ed. 1103, 1109.

[13] U. S. R. S., § 1017.

[15] U. S. R. S., § 710.

[16] Tyranny Unmasked, by John Taylor of Virginia, pp. 305, 306: "Thus, the preservation of good manners is taken from the States, and intrusted to combinations whose own manners want improvement. And thus Congress has invented by the judicial law a process, by the name of a writ of error, equivalent

eral question was properly raised and decided adversely to the party raising it, the Supreme Court will take jurisdiction of a

to the odious writ of *quo warranto*, once used in England by the king and his judges, to destroy the rights of corporations. By our substitute the end is effected, as if Congress had empowered the judges to issue a writ of *quo warranto* directly against the State governments. The only difference between the cases is, that the English *quo warranto* destroyed all the rights of corporations at a blow, and that ours destroys the rights of State governments by degrees. But the end of both proceedings is the same; in England it was to make corporations subservient to royal pleasure; here, it is to make State governments subservient to Federal pleasure. A dependence of corporations upon the will of the king was evidently a subversion of the principles of the English government. If a dependence of State rights upon the will of Congress is also a subversion of the principles of our form of government, may not our *quo warranto* process under a new name, be a tendency towards tyrannical government, if the true principles of our form of government are as good as those of the English form for the preservation of liberty? The security of the State rights may be as essential to our liberty as the security of corporate rights was supposed to be in England: and a consolidation of States subservient to Congress, as dangerous to it as a consolidation of corporations into a subserviency to royal sovereignty; especially if a consolidated republic over our vast territories should turn out to be impracticable. These writs of error are as good instruments for establishing the property-transferring policy as the *quo warranto* was in England. For this purpose they have been used in the bank and lottery cases to come at the money or property of the people." See also Construction Construed and Constitution Vindicated, by the same author.

In a letter to James Monroe, Thomas Jefferson said: "It is of immense consequence that the States retain as complete authority as possible over their own citizens. The withdrawing themselves under the shelter of a foreign jurisdiction is so subversive of order and so pregnant of abuse, that it may not be amiss to consider how far a law of *præmunire* should be revived and modified, against all citizens who attempt to carry their causes before any other than the State courts in cases where those courts have no right to their cognizance. A plea to the jurisdiction of the courts of their State, or a reclamation of a foreign jurisdiction if adjudged valid, would be followed by the punishment of *præmunire* for the attempt." Jefferson's Works, IV, 200. See the message of the Governor of Texas, January 21, 1891, quoted in Mercantile Trust Co. v. Texas & P. Ry. Co., 51 Fed. 529, 533, 534.

[17] Martin v. Hunter's Lessee, 1 Wheat. 304, 4 L. ed. 97; Cohens v. Virginia, 6 Wheat. 264, 5 L. ed. 257. For the contrary view see Hunter v. Martin, 4 Mun. (Va.) 1; Padelford v. Mayor, 14 Ga. 438; Piqua Bank v. Treasurer of Miami County, 6 Ohio St. 342; Johnson v. Gordon, 4 Cal. 768 (1854); over-

writ of error to review a judgment in an action of *quo warranto* affecting the office of Governor of a State;[18] and of a writ of error to review an order denying a mandamus sought to compel a State Secretary of State to issue notices of an election of Presidential electors under a statute claimed to be still in force because of the alleged unconstitutionality of a repealing act which provided for a new method of election to such offices.[19]

A writ of error to a State court is not allowed as a matter of right.[20] The usual practice is to submit a certified copy of the record of the State court to a Justice of the Supreme Court, whose duty it then is to ascertain upon examination whether the case upon the face of the record will justify the allowance of the writ.[21] He may refer the application to the whole court for decision as to the propriety of the issue of the writ.[22] The Supreme Court will consider no application for a writ of error, unless a Justice of the court has indorsed on the record a request that the application be made to the full bench.[23] The application may also be made to the presiding judge of the State court to which the writ of error is addressed.[24] The writ will be denied if there is no Federal question involved, or if the decision complained of was, as regards the Federal question, so plainly right as not to require argument.[25] The application for a writ of error, if made to a single Justice, is usually *ex parte*. When made to the full court, usually both sides are heard.[26]

ruled by Ferris v. Carver, 11 Cal. 175; Hart v. Burnett, 26 Cal. 169; Cal. Statutes of 1855, p. 80. See Greely v. Townsend, 25 Cal. 604, 613.

18 Boyd v. Nebraska ex rel. Thayer, 143 U. S. 135, 36 L. ed. 103. But see Taylor v. Beckham, 178 U. S. 548, 44 L. ed. 1187.

19 McPherson v. Blacker, 146 U. S. 1, 36 L. ed. 869.

20 Twitchell v. Commonwealth, 7 Wall. 321, 19 L. ed. 223; Spies v. Illinois, 123 U. S. 131, 143, 31 L. ed. 80.

21 Ibid.

22 Twitchell v. Commonwealth, 7 Wall. 321, 19 L. ed. 223; Spies v. Illinois, 123 U. S. 131, 143, 31 L. ed. 80; *Re* Kemmler, 136 U. S. 436, 437, 34 L. ed. 519.

23 *Re* Ingalls, 139 U. S. 548, 35 L. ed. 266.

24 Sheppard v. Wilson, 5 How. 210, 12 L. ed. 120; Bartemeyer v. Iowa, 14 Wall. 26, 20 L. ed. 792.

25 Spies v. Illinois, 123 U. S. 131, 166, 31 L. ed. 80, 86; Brooks v. Missouri, 124 U. S. 394, 31 L. ed. 454; New Orleans Waterworks Co. v. Louisiana, 185 U. S. 336, 46 L. ed. 936; Swafford v. Templeton, 185 U. S. 487, 493, 46 L. ed. 1005; Wabash R. Co. v. Flannigan, 192 U. S. 29, 38, 48 L. ed. 328, 331.

26 Spies v. Illinois, 123 U. S. 131, 31 L. ed. 80; *Re* Kemmler, 136 U. S. 436, 437, 34 L. ed. 519.

The writ may issue to review a judgment overruling a plea of abatement.[27] The writ does not issue to review a judgment which is not final,[28] and, on the question of finality, the form of the judgment is controlling.[29] A judgment, which orders a new trial,[30] or any further proceedings,[31] cannot be thus reviewed; even if no further proceedings have actually taken place.[32] It seems that an order denying a motion for a new trial may be thus reviewed in a proper case.[33] A judgment unconditionally dismissing a complaint, when nothing more is requisite to complete the dismissal, may thus be reviewed.[34] What constitutes a final judgment, decree, or order is explained in another section.[35] The term "suit" as used in this statute applies to any proceeding in a court of justice in which a person pursues the remedy which the law affords him;[36] and includes an application for a writ of mandamus,[37] prohibition,[38] or *habeas corpus*.[39] A writ of error may be issued by the Supreme

27 Buck Stove & Range Co. v. Vickers, 226 U. S. 205, 57 L. ed. —.

28 Louisiana Nav. Co. v. Oyster Commission, 226 U. S. 99, 57 L. ed. —. See § 695, *infra*.

29 Louisiana Nav. Co. v. Oyster Commission, 226 U. S. 99, 57 L. ed. —, where the State Supreme Court, when reviewing a judgment of dismissal, said that an opportunity to amend the petition should be afforded, and in its judgment set aside the judgment appealed from and remanded the case for procedure in accordance with the views expressed in the opinion, plaintiff in error contending that the opinion finally disposed of his claim to the greater portion of the land.

30 Houston v. Moore, 3 Wheat. 433, 4 L. ed. 428; Parcels v. Johnson, 20 Wall. 653, 22 L. ed. 110; Rankin v. State, 11 Wall. 380, 20 L. ed. 175.

31 McComb v. Com'rs of Knox County, 91 U. S. 1, 23 L. ed. 185; Bostwick v. Brinkerhoff, 106 U. S. 3, 27 L. ed. 73; Gibbons v. Ogden, 6 Wheat. 448, 5 L. ed. 302; Meagher v. Minn. Thr. Mfg. Co., 145 U. S. 608, 36 L. ed. 834; Cincinnati St. Ry. Co. v. Snell, 179 U. S. 395, 45 L. ed. 248.

32 Haseltine v. Central Nat. Bank, 183 U. S. 130, 46 L. ed. 117.

33 Chicago, B. & Q. R. R. Co. v. Chicago, 166 U. S. 226, 41 L. ed. 979.

34 Com'rs of Tippecanoe County v. Lucas, 93 U. S. 108, 23 L. ed. 822.

35 *Infra*, § 695.

36 Weston v. Charleston, 2 Pet. 449, 7 L. ed. 481; Aldrich v. Ætna Co., 8 Wall. 491, 19 L. ed. 473.

37 Hartman v. Greenhow, 102 U. S. 672, 26 L. ed. 271; McPherson v. Blacker, 146 U. S. 1, 36 L. ed. 869; Chicago, B. & Q. R. Co. v. Nebraska, 170 U. S. 57, 42 L. ed. 948; Am. Express Co. v. Michigan, 177 U. S. 404, 44 L. ed. 823.

38 Weston v. Charleston, 2 Pet. 449, 7 L. ed. 481.

39 Kurtz v. Moffitt, 115 U. S. 487, 29 L. ed. 458. But see the opinion of Thompson, J., in Holmes v. Jen-

Court of the United States to a judgment of an inferior State court which, by the laws of the State, cannot be reviewed in the highest State court.[40] When, however, the plaintiff in error has a right to a review of the judgment in another court of the State, no writ of error can be obtained till after such review has been had;[41] even though the judgment of the inferior State court is in accordance with what was decided by the highest State court in a former appeal.[42] Where leave to appeal to a higher court of the State is discretionary, the record must show an applicant for its allowance and a refusal thereof.[43] The writ should be directed to the court in which the final judgment was rendered, by whose process it is to be executed, and where the record remains, although a higher court has considered the case upon appeal or writ of error, and sent down a *remittitur* or rescript accordingly.[44] In the latter case, the writ may be addressed to the highest court, and seek through its instrumentality to obtain the record from the inferior court having it in keeping;[45] but it is the safer practice to address the writ to the court which has the record.[46] If the clerk of the State court refuses

nison, 14 Pet. 540, 586, 10 L. ed. 578, 601. The writ was dismissed when brought to review the order of a judge in such a case. McKnight v. James, 155 U. S. 685, 39 L. ed. 310; Clarke v. McDade, 165 U. S. 168, 41 L. ed. 673.

40 Downham v. Alexandria, 9 Wall. 659, 19 L. ed. 807; Gregory v. McVeigh, 23 Wall. 294, 23 L. ed. 156; Miller v. Joseph, 17 Wall. 655, 21 L. ed. 741; Kentucky v. Powers, 201 U. S. 1, 37, 50 L. ed. 633, 649.

41 Downham v. Alexandria, 9 Wall. 659, 19 L. ed. 807; Miller v. Joseph, 17 Wall. 655, 21 L. ed. 741; Gregory v. McVeigh, 23 Wall. 294, 23 L. ed. 156.

42 Fisher v. Perkins, 122 U. S. 522, 30 L. ed. 1192; Gt. Western Tel. Co. v. Burnham, 162 U. S. 339, 40 L. ed. 991.

43 Fisher v. Perkins, 122 U. S. 522, 30 L. ed. 1192. Where the highest State court denied a writ of error because it thought that the judgment below was right, the writ ran to the court immediately below. Western Union Tel. Co. v. Crovo, 220 U. S. 364, 55 L. ed. 498.

44 Gelston v. Hoyt, 3 Wheat. 246, 4 L. ed. 381; Kanouse v. Martin, 15 How. 198, 14 L. ed. 660; M'Guire v. Commonwealth, 3 Wall. 382, 18 L. ed. 164; Polleys v. Black R. I. Co., 113 U. S. 81, 28 L. ed. 938; Rothschild v. Knight, 184 U. S. 334, 46 L. ed. 573; Wedding v. Meyler, 192 U. S. 573, 581, 48 L. ed. 570, 573.

45 Atherton v. Fowler, 91 U. S. 143, 147, 23 L. ed. 265, 266.

46 Atherton v. Fowler, 91 U. S. 143, 147, 23 L. ed. 265, 266; Wedding v. Meyler, 192 U. S. 573, 581, 48 L. ed. 570, 573. Where an application to the highest court of the State for a writ of error to an in-

to transmit a copy of the record in obedience to the writ of error, he may be compelled to do so by an order[47] or a mandamus,[48] even though the State Court forbade him to transmit the record;[49] but the clerk will not be thus compelled to transmit a copy of the record after a writ of error has been allowed but before it is issued.[50]

The writ of error to a State court must, like the writ to a District Court, be accompanied by a citation and a bond.[51] The citation must be signed and the bond approved by the chief justice, judge or chancellor of the court to which the writ is addressed, or by a Justice of the Supreme Court of the United States.[52] Where the order allowing the writ of error states that the chief justice is absent, and is signed by a judge as presiding judge of the State court, it will be presumed that the writ was properly allowed.[53] A justice of the Supreme Court may grant the writ after its reversal by the judges of the State court.[54] The defendant in error must have at least thirty days' notice before the hearing of the cause.[55]

When it is desired to secure the right to review the decision of a State court in the Supreme Court of the United States, it is the safer practice to make it appear distinctly on the record, by a statement either in the pleadings, or as the ground of an objection to the admission of evidence, or in support of an offer of evidence, or a request to charge, that a Federal question is involved.[56] This is not, however ,indispensable, if the Supreme Court can see by an examination of the record that the Federal

ferior court has been refused, the writ should be addresseed to the inferior court. Bacon v. Texas, 163 U. S. 207, 41 L. ed. 132; Stanley v. Schwalby, 162 U. S. 255, 40 L. ed. 960; Western Union Tel. Co. v. Crovo, 220 U. S. 364, 55 L. ed. 498. But see Norfolk & Suburban Turnpike Co. v. Virginia, 225 U. S. 264, 56 L. ed. 1082.

47 U. S. v. Booth, 18 How. 477, 15 L. ed. 464.

48 U. S. v. Gomez, 3 Wall. 752, 18 L. ed. 212.

49 U. S. v. Booth, 18 How. 477, 15 L. ed. 464.

50 *Ex parte* Ralston, 119 U. S. 613, 30 L. ed. 506.

51 U. S. R. S., §§ 999, 1000. See *infra*, § 699.

52 U. S. R. S., §§ 999, 1000; Gleason v. Florida, 9 Wall. 779, 19 L. ed. 730; Butler v. Gage, 138 U. S. 52, 34 L. ed. 869.

53 Butler v. Gage, 138 U. S. 52, 56, 34 L. ed. 869, 871.

54 *Ex parte* Chadwick, 159 Fed. 576.

55 U. S. R. S., § 999.

56 Zadiz v. Baldwin, 166 U. S. 485, 41 L. ed. 1087; Oxley Stave Co. v. Butler County, 166 U. S. 648, 41 L.

question was raised and decided adversely to the plaintiff in error.[57]. The mention in a pleading of a defense based upon the Constitution of the United States seems to be insufficient when the same is not called to the attention of the State court

ed. 1149. It is not necessary to state specifically the particular provision of the Constitution of the United States upon which the party relies. Bridge Proprietors v. Hoboken L. & I. Co., 1 Wall. 116, 17 L. ed. 571; Furman v. Nichol, 8 Wall. 44, 19 L. ed. 370; Columbia Water Power Co. v. Columbia El. St. Ry., Lt. & P. Co., 172 U. S. 475, 485, 43 L. ed. 521, 524. But see New York C. & H. R. R. Co. v. New York, 186 U. S. 269, 46 L. ed. 1158. For a case where the pleading raised the question, see Am. Express Co. v. Michigan, 177 U. S. 404, 409, 44 L. ed. 823, 825. When an immunity was claimed under a specified statute, it was said that it would be an excessive requirement to hold the plaintiff in error bound, in the first instance, to anticipate the specific and qualified form in which the immunity finally was denied. Merchants' Nat. Bank v. Wehrmann, 202 U. S. 295, 299, 50 L. ed. 1036, 1039. But a general claim below that a statute is unconstitutional is insufficient, since it may have called the attention of the court to the State Constitution only. Endowment & Ben. Ass'n v. Kansas, 120 U. S. 103, 30 L. ed. 593; Miller v. Cornwall R. Co., 168 U. S. 131, 42 L. ed. 409; Layton v. Missouri, 187 U. S. 356, 47 L. ed. 214.

It seems that a claim that a statutory proceeding is not due process of law is insufficient unless reference is specifically made to the Fourteenth amendment. Bollen v. Nebraska, 176 U. S. 83, 44 L. ed. 382. See Hulbert v. Chicago, 202 U. S. 275, 50 L. ed. 1026. An exception because the judgment deprives plaintiff in error of his property without due process of law, in violation of the Constitution of the United States, only brings up the question whether the proceedings themselves show a want of such due process. Appleby v. City of Buffalo, 221 U. S. 524, 55 L. ed. 838. When the plaintiff in error had claimed protection below under the Fifth and Seventh amendments to the Federal Constitution, which do not apply to the States, he was not allowed in the Supreme Court of the United States to claim that the statute in question was obnoxious to the Fourteenth amendment. Chapin v. Fye, 179 U. S. 127, 45 L. ed. 119. A general claim in the answer, that "this proceeding is in violation of the Constitution of the United States," was held to be insufficient to raise a Federal question that did not appear to have been argued below. Capital City Dairy Co. v. Ohio, 183 U. S. 238, 248, 46 L. ed. 171, 176. In an action founded upon the Employers' Liability Act, an exception to a part of a charge concerning contributory negligence does not raise a Federal question, unless it specifically refers to some provision of that statute. Seaboard Air Line Ry. v. Duvall, 225 U. S. 477, 56 L. ed. 1171.

[57] Furman v. Nichol, 8 Wall. 44, 19 L. ed. 370; Crowell v. Randell, 10 Pet. 368, 9 L. ed. 458; Armstrong v. Treas. of Athens County, 16 Pet. 281, 10 L. ed. 965; Beer

of first instance or to that of review.[58] The opinion of the State court, if properly authenticated, may be examined to see what questions were decided.[59] The certification by the clerk of briefs not a part of the record is insufficient.[60] A certificate of the presiding justice of the State court or a certificate of that court may also be examined for that purpose;[61] but not when made after the case has passed beyond the control of such court.[62] Neither of these, however, is conclusive.[63]

Co. v. Massachusetts, 97 U. S. 25, 24 L. ed. 989. See Roby v. Colehour, 146 U. S. 153, 36 L. ed. 922; Green Bay & M. Canal Co. v. Patten P. Co., 172 U. S. 58, 43 L. ed. 364.

58 Hulbert v. Chicago, 202 U. S. 275, 50 L. ed. 1026. The safer practice is to raise the question clearly by a request to the court of first instance for a ruling upon the same and an exception. Seaboard Air Line Ry. v. Duvall, 225 U. S. 477, 56 L. ed. 1171. In a trial by jury, this should be done by a request for instructions. Ibid.; St. Louis, Iron Mountain & Southern Ry. Co. v. Taylor, 210 U. S. 281, 293, 52 L. ed. 1061, 1067. In a case tried by a judge, by a request for a finding of fact or conclusion of law upon the subject. St. Louis, Iron Mountain & Southern Ry. Co. v. Taylor, 210 U. S. 281, 293, 52 L. ed. 1061, 1067.

59 Murdock v. Memphis, 20 Wall. 590, 22 L. ed. 429; Gross v. U. S. Mortgage Co., 108 U. S. 477, 27 L. ed. 795; Adams County v. B. & Mo. R. Co., 112 U. S. 123, 129, 28 L. ed. 678, 680; Philadelphia F. Ass'n v. New York, 119 U. S. 110, 116, 30 L. ed. 342, 345; Walter A. Wood Co. v. Skinner, 139 U. S. 293, 295, 25 L. ed. 193, 194. The opinion cannot, however, supply facts which are not contained in the record or a bill of exceptions. Loeb v. Columbia Tp. Trustees, 179 U. S. 472, 482, 45 L. ed. 280, 287; England v. Gebhardt, 112 U. S. 502, 505, 506, 28 L. ed. 811, 812.

60 Zadig v. Baldwin, 166 U. S. 485, 41 L. ed. 1087; Harding v. Illinois, 196 U. S. 78, 49 L. ed. 394.

61 Cited with approval by Dayton, J., in *Re* Charleston Light & Power Co., 199 Fed. 846, 857; Murdock v. Memphis, 20 Wall. 590, 593, 22 L. ed. 429; Johnson v. Risk, 137 U. S. 300, 307, 34 L. ed. 683, 686; Roby v. Colehour, 146 U. S. 153, 36 L. ed. 922; Gulf & S. P'd R. Co. v. Hewes, 183 U. S. 66, 46 L. ed. 86. "Such certificate is insufficient to give us jurisdiction where it does not appear in the record, and that its office is to make more certain and specific what is too vague and general in the record." Brown, J., in Yazoo & Miss. R. Co. v. Adams, 180 U. S. 41, 48, 45 L. ed. 415, 418. Where a judge of the highest court of a State, in allowing a writ of error, adds to his signature "P. J. etc., in the absence of the chief judge from the State," such recital is *prima facie* evidence that the chief judge is absent and that the judge signing is presiding. Missouri Valley Land Co. v. Wiese, 208 U. S. 234, 5 L. ed. 466.

62 Home for Insurables v. New York, 187 U. S. 155, 47 L. ed. 117, 63 L.R.A. 329.

63 Adams County v. B. & Mo. R. R. Co., 112 U. S. 123, 129, 28 L.

"It is elementary that the certificate of a court of last resort may not import a Federal question into a record where otherwise such a question does not arise;[64] it is equally elementary that such a certificate may serve to elucidate the determination whether a Federal question exists."[65]

If the question was not raised until a motion for a rehearing in the highest court of the State, no writ of error will lie,[66] unless the rehearing was granted,[67] or the court entertains the motion and expressly passes upon the point.[68] The constitutional question may be raised for the first time upon a motion for a new trial,[69] even where it arose upon rebuttal[70] and it has been considered in the highest court of the State,[71] at least when the assertion of a Federal right in an unsuccessful application to the highest State court for a writ of error to a lower court, is insufficient.[72]

ed. 678, 680; Gross v. U. S. Mortgage Co., 108 U. S. 477, 27 L. ed. 795; Roby v. Colehour, 146 U. S. 153, 36 L. ed. 922; Powell v. Brunswick County, 150 U. S. 433, 37 L. ed. 1134; Dibble v. Bellingham Bay Land Co., 163 U. S. 63, 41 L. ed. 72; Yazoo & Miss. R. Co. v. Adams, 180 U. S. 41, 48, 45 L. ed. 415, 418.

64 Seaboard Air Line Ry. v. Duvall, 225 U. S. 477, 56 L. ed. 1171; Fullerton v. Texas, 196 U. S. 192, 49 L. ed. 443; Louisville & N. R. Co. v. Smith, H. & Co., 204 U. S. 551, 51 L. ed. 612.

65 Rector v. City Deposit Bank Co., 200 U. S. 405, 412, 50 L. ed. 527, 529; Illinois C. R. Co. v. McKendree, 203 U. S. 514, 525, 51 L. ed. 298, 303; Sperry & Hutchinson Co. v. City of Tacoma, Wash., 199 Fed. 853.

66 Texas & P. Ry. Co. v. So. Pac. Ry. Co., 137 U. S. 48; Turner v. Richardson, 180 U. S. 87; McCorquodale v. State of Texas, 211 U. S. 432, 53 L. ed. 269; Waters-Pierce Oil Co. v. Texas, 212 U. S. 112, 53 L. ed. 431; Forbes v. State Council of Virginia, Junior Order United Am. Mechanics of the State of Virginia, 216 U. S. 396, 54 L. ed. 534.

67 Mallett v. North Carolina, 181 U. S. 589, 592, 45 L. ed. 1015, 1017.

68 Disconto Gesellschaft v. Umbreit, 208 U. S. 570, 52 L. ed. 625; Smithsonian Institution v. St. John, 214 U. S. 19, 53 L. ed. 892. A denial "after mature consideration" does not show that the Federal question was considered: Forbes v. State Council, 216 U. S. 396, 54 L. ed. 534; Consol. Turnpike Co. v. Norfolk & O. V. Co., 228 U. S. 326, 57 L. ed. —.

69 Chicago, B. & Q. R. Co. v. Chicago, 166 U. S. 226, 231, 41 L. ed. 979, 982; San Jose Land & Water Co. v. San Jose Ranch Co., 189 U. S. 177, 47 L. ed. 765.

70 San Jose Land & Water Co. v. San Jose Ranch Co., 189 U. S. 177, 47 L. ed. 765.

71 Chicago, B & Q. R. Co. v. Chicago, 166 U. S. 226, 47 L. ed. 979.

72 El Paso & Southwestern R. R. Co. v. Eichel, 226 U. S. 590.

Where the State practice requires that the objection be raised upon the trial, and for that reason the highest court of the State refused to consider one subsequently raised, the Supreme Court of the United States cannot take jurisdiction.[73] A mention of a Federal question in a petition for a writ of error, or in an assignment of errors,[74] after judgment by the State court, is insufficient to give the Supreme Court jurisdiction.[75] When it appears that the decision below was adverse to the plaintiff in error upon two independent grounds, one of which is not a Federal question, the Supreme Court will dismiss the writ of error.[76] Where there is a Federal question, but the decision may have been on another independent ground, and on

[73] Erie R. Co. v. Purdy, 185 U. S. 148, 46 L. ed. 847; Mutual Life Ins. Co. v. McGrew, 188 U. S. 291, 47 L. ed. 480, 63 L.R.A. 33.

[74] Leeper v. Texas, 139 U. S. 462, 35 L. ed. 225.

[75] Chapin v. Fye, 179 U. S. 127, 45 L. ed. 119.

[76] Eustis v. Bolles, 150 U. S. 361, 370, 37 L. ed. 1111, 1113; Mo. Pac. Ry. Co. v. Fitzgerald, 160 U. S. 556, 40 L. ed. 536; Murdock v. Memphis, 20 Wall. 590, 22 L. ed. 429; Adams County v. B. & M. R. R. Co., 112 U. S. 123, 28 L. ed. 678; De Saussure v. Gaillard, 127 U. S. 216, 32 L. ed. 126; Hopkins v. McLure, 133 U. S. 380, 33 L. ed. 660; Hale v. Akers, 132 U. S. 554, 33 L. ed. 442; Blount v. Walker, 134 U. S. 607, 33 L. ed. 1036; Johnson v. Risk, 137 U. S. 300, 34 L. ed. 683; Beaupré v. Noyes, 138 U. S. 397, 34 L. ed. 991; Hammond v. Johnston, 142 U. S. 73, 35 L. ed. 941; Yesler v. Washington Harbor Line Com'rs, 146 U. S. 646, 36 L. ed. 1119; Seeberger v. McCormick, 175 U. S. 274, 44 L. ed. 161; Giles v. Teasley, 193 U. S. 146, 48 L. ed. 655; Allen v. Arguimbau, 198 U. S. 149, 49 L. ed. 990; Leathe v. Thomas, 207 U. S. 93, 52 L. ed. 118. Where the State court held that the plaintiff in error was estopped from raising the constitutional question, the writ of error was dismissed. Eustis v. Bolles, 150 U. S. 361, 37 L. ed. 1111; Pierce v. Somerset Ry. Co., 171 U. S. 641, 43 L. ed. 316; Rutland R. Co. v. Central Vt. R. Co., 159 U. S. 630, 40 L. ed. 284; Moran v. Horsky, 178 U. S. 205, 44 L. ed. 1038; Pittsburgh & L. A. I. Co. v. Cleveland Min. Co., 178 U. S. 270, 279, 44 L. ed. 1065, 1068; Beals v. Cone, 188 U. S. 184, 47 L. ed. 435; Schaefer v. Werling, 188 U. S. 516, 47 L. ed. 570. It was so held as to rulings that the payment of a tax was voluntary and not under duress. Gaar, Scott & Co. v. Shannon, 223 U. S. 468, 56 L. ed. 510. That the appeal to the highest State court was taken too late. Chesapeake & Ohio Ry. Co. v. McDonald, 214 U. S. 191, 53 L. ed. 963. And where the application was denied for laches. Preston v. City of Chicago, 226 U. S. 447, 57 L. ed. —.

The Supreme Court refused to review a decision of a State court which denied a motion to punish a party for a contempt. Newport Light Co. v. Newport, 151 U. S. 527,

which ground the judgment was based does not appear, then if the independent ground was clearly invalid and insufficient to sustain the judgment, the Supreme Court will take jurisdiction of the case, because when put to inference as to what points the State court decided, it ought not to assume that the judgment was based upon grounds clearly untenable;[77] but where a defense resting on local statutes is distinctly made, the Supreme Court will not, in order to reach a Federal question, resort to critical conjecture as to the action of the State court in the dis-

38 L. ed. 259. Where it is claimed that the obligation of a contract has been impaired by a State law, the Supreme Court of the United States may pass upon the question whether any contract was made, Mobile & O. R. Co. v. Tennessee, 153 U. S. 486, 38 L. ed. 793; and upon the construction of the contract. Columbia Water Power Co. v. Columbia El. Ry., L. & P. Co., 172 U. S. 475, 43 L. ed. 521; New Orleans Water Co. v. Louisiana Sugar Co., 125 U. S. 18, 38, 31 L. ed. 607, 614, per Gray, J.: (1) "When the State court decides against a right claimed under a contract, and there was no law subsequent to the contract, this court clearly has no jurisdiction." (2) "When the existence and construction of a contract are undisputed, and the State court upholds a subsequent law on the ground that it did not impair the obligation of the admitted contract, it is equally clear that this court has jurisdiction." (3) "When the State court holds that there was a contract conferring certain rights, and that a subsequent law did not impair those rights, this court has jurisdiction to consider the true construction of the supposed contract, and, if it is of opinion that it did not confer the right affirmed by the State court, and therefore its obligation was not impaired by the subsequent law, may, on that ground, affirm the judgment." (4) "So, when the State court upholds the subsequent law on the ground that the contract did not confer the right claimed, this court may inquire whether the supposed contract did give the right, because, if it did, the subsequent law cannot be upheld." But see Missouri & Kansas Interurban Ry. Co. v. City of Olathe, 222 U. S. 187, 56 L. ed. 156.

In McCullough v. Virginia, 172 U. S. 102, 43 L. ed. 382, the plaintiff in error claimed that certain legislation subsequent to his contract impaired the obligation of the same. The State Court of Appeals, without expressly passing upon the validity of such legislation, gave substantial effect to the same by holding that the original contract was void and could not be enforced. The Supreme Court of the United States took jurisdiction and reversed the judgment. But see the dissenting opinion of Peckham, J., and Powell v. Brunswick County, 150 U. S. 433, 37 L. ed. 1134; Bacon v. Texas, 163 U. S. 207, 41 L. ed. 132; St. Paul & M. M. Ry. Co. v. Todd County, 142 U. S. 282, 35 L. ed. 1014.

[77] Klinger v. Missouri, 13 Wall. 257, 20 L. ed. 635; Johnson v. Risk, 137 U. S. 300, 307, 34 L. ed. 683, 686.

position of such defense.[78] When the Supreme Court is of the opinion that the Federal question was erroneously decided, it will still affirm the judgment, if it appears that on another ground, even if such ground were not considered by the State court, the decision was correct.[79] It will not consider an independent constitutional question which appears upon the facts, but was not raised below.[80] A decision of a question of fact by a jury will not be thus reviewed.[81] In a case tried before a judge, the court may examine the evidence in order to determine whether what purports to be a finding of fact is in reality a decision upon a question of Federal law.[82] The Supreme Court may inquire whether, owing to any intervening event, the Federal questions have ceased to be material and will then dispose of the case in the light thereof.[83] The Supreme Court of the United States will not, when reviewing the judgment of a State court, take judicial notice of a public act of another State, un-

78 Johnson v. Risk, 137 U. S. 300, 307, 34 L. ed. 683, 686.

79 Murdock v. Memphis, 20 Wall. 590, 636, 22 L. ed. 429, 444. See Walter A. Wood Co. v. Skinner, 139 U. S. 293, 295, 35 L. ed. 193, 194.

80 Dewey v. Des Moines, 173 U. S. 193, 43 L. ed. 665; Chapin v. Fye, 179 U. S. 127, 45 L. ed. 119. But see Hedrick v. Atchison T. & S. F. Ry. Co., 167 U. S. 673, 677, 42 L. ed. 320, 321; Bement v. National Harrow Co., 186 U. S. 70, 46 L. ed. 1058; Jenkins v. Neff, 186 U. S. 230, 235, 46 L. ed. 1140, 1142.

81 Dower v. Richards, 151 U. S. 658, 38 L. ed. 305; Chicago, B. & Q. R. R. Co. v. Chicago, 166 U. S. 226, 242, 41 L. ed. 979, 986.

82 Cedar Rapids Gas Light Co. v. City of Cedar Rapids, 223 U. S. 655, 668, 56 L. ed. 594, 604; Kansas City So. Ry. Co. v. Albers Comm. Co., 223 U. S. 573, 56 L. ed. 556.

83 Gulf, Col. & Santa Fe Ry. Co. v. Dennis, 224 U. S. 503, 56 L. ed. 860, where, pending a writ of error from the Supreme Court of the United States to review a judgment of an inferior State court, not reviewable by the State Supreme Court, the latter, in another case, adjudged the statute in controversy to be a violation of the State constitution, and the Supreme Court of the United States thereupon vacated the judgment and remanded the case to the court below, that the latter might give effect to the intervening decision of the highest State court. Where it appeared, by evidence outside the record, that before the issue of the writ of error, a public officer against whom a writ was prayed had died and his successor qualified, the writ was dismissed. State of Florida v. Croom, 226 U. S. 309, 57 L. ed. —. "Whatever was matter of fact in the State court, whose judgment or decree is under review, is matter of fact" in the Supreme Court of the United States. Lloyd v. Matthews, 155 U. S. 222, 227, 39 L. ed. 128, 130.

less the practice of the State court so permits.[84] The amount of the matter in dispute in the State court is immaterial to the right of review by the Supreme Court of the United States.[85] Otherwise, writs of error to State courts and the practice and proceedings under them are substantially similar to writs of error to Circuit Courts of the United States, and the practice and proceedings thereunder.[86]

§ 693. Writs of error from and appeals to the circuit courts of appeals. The Judicial Code provides: "The circuit courts of appeals shall exercise appellate jurisdiction to review by appeal or writ of error final decisions in the district courts, including the United States district court for Hawaii, in all cases other than those in which appeals and writs of error may be taken direct to the Supreme Court, as provided in section two hundred and thirty-eight, unless otherwise provided by law; and, except as provided in sections two hundred and thirty-nine and two hundred and forty, the judgments and decrees of the circuit courts of appeals shall be final in all cases in which the jurisdiction is dependent entirely upon the opposite parties to the suit or controversy being aliens and citizens of the United States, or citizens of different States; also in all cases arising under the patent laws, under the copyright laws, under the revenue laws, and under the criminal laws, and in

[84] Lloyd v. Matthews, 155 U. S. 222, 39 L. ed. 128.

[85] Buel v. Van Ness, 8 Wheat. 312, 5 L. ed. 624.

[86] U. S. R. S., § 1003. As to costs see Stevens v. Cent. Nat. Bank, 168 N. Y. 560.

§ 693. [1] "It is settled that the words 'unless otherwise provided by law,' in this statute, refer only to provisions of the same act, or of contemporaneous or subsequent acts, and do not include provisions of earlier statutes." 4 Gray, J., in The Paquete Habana, 175 U. S. 677, 683, 44 L. ed. 320, 322; U. S. v. Dalcour, 203 U. S. 408, 420, 421, 51 L. ed. 248, 251, per Holmes, J.: 'The statute recognizes, in addition to the exceptions which it enumerates, others where it is 'otherwise provided by law.' These words must be taken to refer to existing provisions and not to be merely a futile permission to future legislatures to make a change. They do not save every existing provision, of course, or the act would fail of its purpose. But they save some. There is no case to which they can apply more clearly than one in which, by reason of its interest, the United States has manifested its will to submit to no judgment not sanctioned by its highest court." See Dickinson v. U. S., 174 Fed. 808.

admiralty cases."[2] "Where upon a hearing in equity in a district court, or by a judge thereof in vacation, an injunction shall be granted, continued, refused, or dissolved by an interlocutory order or decree, or an application to dissolve an injunction shall be refused, or an interlocutory order or decree shall be made appointing a receiver, an appeal may be taken from such interlocutory order or decree granting, continuing, refusing, dissolving, or refusing to dissolve, an injunction, or appointing a re-

[2] 2 Jud. Code, § 128, 36 St. at L. 1087, re-enacting 26 St. at L. 827, Sec. 5. The Circuit Courts of Appeals have jurisdiction of appeals from the writs of error to judgments of the Circuit and District Courts in suits upon claims against the United States. Ogden v. U. S., 148 U. S. 390, 37 L. ed. 493; U. S. v. Coudert (C. C. A.), 73 Fed. 505; *supra*, § 36, provided, at least, when the claimant is the party aggrieved, that his claim exceeds $3,000 or has been forfeited to the United States for fraud, Reid v. U. S., 211 U. S. 529, 53 L. ed. 313; of appeals from orders and judgments of the District Courts, King v. McLean Asylum of Mass. Gen. Hospital (C. C. A.), 64 Fed. 139, U. S. v. Fowkes (C. C. A.), 53 Fed. 13; Carter v. Roberts 177 U. S. 496, 44 L. ed. 861; and of the District Judges, Webb v. York (C. C. A.), 74 Fed. 753; upon application for the writ of *habeas corpus* where the discharge from imprisonment was no sought because of an alleged violation of a right secured by the Constitution or a treaty; Davis v. Burke (C. C. A.), 97 Fed. 501. See *supra*, §§ 467, 688; Passavant v. U. S., 148 U. S. 214, 217, 37 L. ed. 426, 427; U. S. v. Hopewell (C. C. A.), 51 Fed. 798, 799; Louisville Pub. Warehouse Co. v. Collector (C. C. A.), 49 Fed. 561; of writs of error to judgments in actions against collectors to recover duties; Hubbard v. Soby, 146 U. S. 56, 36 L. ed. 886; of appeals from, or writs of error to, the orders of District Courts directing the deportation of Chinese; Tsoi Yii v. U. S. (C. C. A.), 129 Fed. 585; U. S. v. Hung Chang (C. C. A.), 130 Fed. 439. *Cf.* The United States, Petitioner, 194 U. S. 194, 48 L. ed. 931; U. S. v. Gee Lee (C. C. A.), 50 Fed. 271; Gee Cue Beng v. U. S., C. C. A., 184 Fed. 383, *cf.* § 694 *infra*, but not, it was held, of a writ of error of a judge for such a deportation, where no final order or judgment was entered in the District Court, and the bill of exceptions allowed was not there filed, and the transcript was certified by the District Judge instead of by the clerk; U. S. v. Hung Chang (C. C. A.), 130 Fed. 439 (where the Circuit Court of Appeals suggested that the District Court had not lost jurisdiction and should enter the order and direct the filing of the bill of exceptions); of appeals from orders granting warrants for the removal of prisoners to other districts; U. S. v. Fowkes (C. C. A.), 53 Fed. 13, 14; *cf.* § 489 *supra*, and formerly at least of appeals from orders of the District Courts enforcing orders of the Interstate Commerce Commission, Interstate Com. Com'n v. Atchison, T. & S. F. R. Co., 149 U. S. 264.

ceiver, to the circuit court of appeals, notwithstanding an appeal in such case might, upon final decree under the statutes regulating the same, be taken directly to the Supreme Court: *Provided*, That the appeal must be taken within thirty days from the entry of such order or decree, and it shall take precedence in the appellate court; and the proceedings in other respects in the court below shall not be stayed unless otherwise ordered by that court, or the appellate court, or a judge thereof, during the pendency of such appeal: *Provided, however*, That the court below may, in "its discretion, require as a condition of the appeal an additional bond."[3] "In all cases other than those in which a writ of error or appeal will lie direct to the Supreme Court of the United States as provided in section two hundred and forty-seven, in which the amounts involved or the value of the subject-matter in controversy shall exceed five hundred dollars, and in all criminal cases, writs of error and appeals shall lie from the district court for Alaska or from any division thereof, to the circuit courts of appeals for the ninth circuit, and the judgments, orders, and decrees of said court shall be final in all such cases. But whenever such circuit court of appeals may desire the instruction of the Supreme Court of the United States upon any question or proposition of law which shall have arisen in any such case, the court may certify such question or proposition to the Supreme Court, and thereupon the Supreme Court shall give its instruction upon the question or proposition certified to it, and its instructions shall be binding upon the circuit court of appeals."[4] "The circuit court of appeals for the ninth circuit is empowered to hear and determine writs of error and appeals from the United States court for China, as provided in the Act entitled "An Act creating a United States court for China and prescribing the jurisdiction thereof," approved June thirtieth, nineteen hundred and six.[5]

[3] Ibid., Sec. 129, 36 St. at L. 1087, re-enacting 26 St. at L. 828, Sec. 7, as amended 28 St. at L. 666, 31 St. at L. 660, 34 St. at L. 116.

[4] Jud. Code, Sec. 134, 36 St. at L. 1087. See Coquitlam v. U. S., 163 U. S. 346, 41 L. ed. 184; Union Cent. Life Ins. Co. v. Champlin (C. C. A.), 116 Fed. 858.

[5] Jud. Code, Sec. 131, 36 St. at L. 1087, re-enacting in part 34 St. at L. 814. See Toeg v. Suffert, C. C. A. 167 Fed. 125; Price v. U. S., C. C. A., 169 Fed. 791. See §§ 73, 687, *supra*.

"Whenever, on appeal or writ of error or otherwise, a case coming from a District Court so reviewed and determined in the Circuit Court of Appeals, in a case in which the decision in the Circuit Court of Appeals is final, such cause should be remanded to the said District Court for further proceedings to be there taken in pursuance of such determination." [6] "That no appeal or writ of error by which any order, judgment, or decree may be reviewed in the Circuit Court of Appeals under the provisions of this act shall be taken or sued out except within six months after the entry of the order, judgment, or decree sought to be reviewed: *Provided, however*, that in all cases in which a lesser time is now by law limited for appeals or writs of error, such limits of time shall apply to appeals or writs of error, in such cases, taken to or sued out from the Circuit Courts of Appeals. And all provisions of law now in force, regulating the methods and system of review, through appeals or writs of error, shall regulate the methods and system of appeals and writs of error, provided for in this act in respect of the Circuit Courts of Appeals, including all provisions for bonds or other securities to be required and taken on such appeals and writs of error. And any judge of the Circuit Courts of Appeals, in respect of cases brought or to be brought to that court, shall have the same powers and duties as to the allowance of appeals or writs of error, and the conditions of such allowance, as now by law belong to the justices or judges in respect of the existing courts of the United States respectively." [7] The Circuit Courts of Appeals, have power to issue all writs not specifically provided for by statute, which may be necessary for the exercise of their respective jurisdictions, and agreeable to the usages and principles of

[6] 26 St. at L. 828, § 10.

[7] 26 St. at L. 827, § 11. The Circuit Courts of Appeals have no power to issue writs of mandamus to compel the District and Circuit Courts to dismiss suits for want of jurisdiction; U. S. v. Swan (C. C. A.), 65 Fed. 647; U. S. v. Severens (C. C. A.), 71 Fed. 768; *supra*, § 686; nor to issue writ of *certiorari* as original process to review final judgments of the District or Circuit Court; Travis County v. King I. Br. & Mfg. Co. (C. C. A.), 92 Fed. 690; *supra*, § 460; nor to issue the writ of *habeas corpus* for service outside of the circuit, even, it has been held, to review a decision of a court of a Territory within its circuit, *Re* Boles (C. C. A.), 48 Fed. 75; *supra*, §§ 461, 466.

law.[8] "Writs of error and appeals from the" District Court of Hawaii are "had and allowed to the Circuit Court of Appeals in the Ninth Judicial Circuit in the same manner as writs of error and appeals are allowed from" District "Courts to Circuit Courts of Appeals as provided by law."[9] The Circuit Court of Appeals for the Ninth Circuit has no jurisdiction to review a decision of the District Court of Hawaii, when the sole question involved is one concerning the construction of the Constitution of the United States.[10]

"(*a*) The Supreme Court of the United States, the Circuit Court of Appeals of the United States, and the Supreme Courts of the Territories, in vacation and chambers and during their respective terms, as now or as they may be hereafter held, are hereby invested with appellate jurisdiction of controversies arising in bankruptcy proceedings from the courts of bankruptcy from which they have appellate jurisdiction in other cases. The Supreme Court of the United States shall exercise a like jurisdiction from courts of bankruptcy not within any organized circuit of the United States and from the Supreme Court of the District of Columbia. (*b*) The several Circuit Courts of Appeal shall have jurisdiction in equity, either interlocutory or final, to superintend and revise in matter of law the proceedings of the several inferior courts of bankruptcy within their jurisdiction. Such power shall be exercised on due notice and petition by any party aggrieved."[11] "That appeals, as in equity cases, may be taken in bankruptcy proceedings from the courts of bankruptcy to the Circuit Court of Appeals of the United States, and to the Supreme Court of the Territories, in the following cases, to wit: (1) from a judgment adjudging or refusing to adjudge the defendant a bankrupt; (2) from a judgment granting or denying a discharge; and (3) from a judgment allowing or rejecting a debt or claim of five hundred dollars or over. Such an appeal shall be taken within ten days after the judgment appealed from has been rendered, and may be heard

[8] Jud. Code § 262, 36 St. at L. 1087, re-enacting in substance, 26 St. at L. 827, § 12; *supra*, §§ 455–467.

[9] 28 St. at L. 397, § 11; Ansley v. Ainsworth, 180 U. S. 253, 45 L. ed. 517; *cf.* 30 St. at L. 591; and *supra*, § 497.

[10] Wright v. McFarlane & Co. (C. C. A.), 122 Fed. 770.

[11] 30 St. at L. 544, 553, § 24.

and determined by the appellate court in term or vacation, as the case may be." [12] This statute has been discussed in the Chapter on Bankruptcy.[13]

Where the jurisdiction of the District Court is questioned and sustained, the Circuit Court of Appeals can review the decision if there are other assignments of error,[14] and it may certify this question to the Supreme Court [15] and reserve its decision until the certificate has been answered.[16] It has been held that it may take jurisdiction when one of the defendants raises no question except that of jurisdiction, if there are other errors assigned by his fellow defendants.[17] In such a case, the decision of the Circuit Court of Appeals is final, unless reviewed by *certiorari*; [18] but it has been held that the Circuit Court of Appeals cannot take jurisdiction when the only assignment of error is a question of jurisdiction, whether the court of first instance has taken jurisdiction [19] or has dismissed the case for want of jurisdiction.[20] Where the jurisdiction of the District Court attached solely by reason of a diversity of citizenship and a constitutional or a treaty question subsequently arises in the

[12] Ibid., § 25. See *supra*, § 667.

[13] *Supra*, §§ 666–668.

[14] Boston & Maine R. R. v. Gokey, 210 U. S. 155, 52 L. ed. 1002; Grand Trunk Western Ry. Co. v. Reddick, C. C. A. 160 Fed. 898; Meeker v. Lehigh Valley R. Co., C. C. A. 183 Fed. 548; Morrisdale Coal Co. v. Pennsylvania R. Co., C. C. A. 183 Fed. 929; Olds v. Herman H. Hettler Lumber Co., C. C. A. 195 Fed. 9.

[15] Sun Printing & Pub. Ass'n v. Edwards, 194 U. S. 377, 48 L. d. 1027; Fisheries Co. v. Lennen (C. C. A.), 130 Fed. 533; Boston & M. R. Co. v. Gokey (C. C. A.), 149 Fed. 42; Grand Trunk Western Ry. Co. v. Reddick, C. C. A., 160 Fed. 898.

[16] Morrisdale Coal Co. v. Pennsylvania R. Co., C. C. A. 183 Fed. 929.

[17] A. J. Phillips Co. v. Grand Trunk Western Ry. Co., C. C. A. 195 Fed. 12.

[18] Boston & Maine R. R. v. Gokey, 210 U. S. 155; Weber Bros. v. Grand Lodge of Kentucky, F. & A. M., C. C. A. 171 Fed. 839.

[19] Fisheries Co. v. Lennen, C. C. A. 130 Fed. 533, 2nd Ct.; Boston & M. R. Co. v. Gokey, C. C. A. 149 Fed. 42, 1st Ct.; Town of Waterford v. Elson, C. C. A. 149 Fed. 91, 2nd Ct.; Kentucky State Board of Control for Charitable Institutions v. Lewis, C. C. A. 176 Fed. 556, 6th Ct.; Olds v. Herman H. Hettler Lumber Co., C. C. A. 195 Fed. 9, 6th Ct.; A. J. Phillips Co. v. Grand Trunk Western Ry. Co., C. C. A., 195 Fed. 12, 6th Ct. *Contra*, Reliable Incubator & Broodr Co. v. Stahl, C. C. A., 105 Fed. 663, 7th Ct.

[20] U. S. v. Jahn, 155 U. S. 109, 114, 115, 39 L. ed. 87, 90; Evans-Snider-Buel Co. v. McCaskill (C. C. A.), 101 Fed. 658; Dudley v. Board of Com'rs of Lake County (C. C. A.), 103 Fed. 209; Halpin v. Amerman (C. C. A.), 138 Fed. 548.

case by the defendant's pleading or otherwise, the Circuit Court of Appeals has jurisdiction and must, it has been held, review all the questions decided in the same, and its decision will be final upon the constitutional question as well as upon the other points in the case unless it certifies that or other questions to the Supreme Court, or the Supreme Court reviews it by a *certiorari*;[21] but the decision of the District Court in such case can be reviewed immediately by the Supreme Court, which may pass upon all material questions therein.[22] Where the plaintiff by a proper pleading shows that the jurisdiction is given to the District Court both by reason of diverse citizenship and also because there is a controversy arising under the Constitution of the United States, the decision can be reviewed immediately by either the Supreme Court or the Circuit Court of Appeals;[23] and the Supreme Court may take jurisdiction of appeals and cross-appeals by all the parties and of the whole case.[24] If an appeal or writ of error in such a case is taken to the Circuit Court of Appeals, the Supreme Court cannot review the judgment or decree of the District Court immediately,[25] but it may review the decision of the Circuit Court of Appeals in a proper case.[26] It has been said that, in such a case, the Circuit Court

[21] Am. Sugar Refining Co. v. New Orleans, 181 U. S. 277, 45 L. ed. 859; Ayers v. Polsdorfer, 187 U. S. 585, 47 L. ed. 314; Arbuckle v. Blackburn, 191 U. S. 405, 48 L. ed. 239; Spencer v. Duplan Silk Co., 191 U. S. 526, 48 L. ed. 287; Keyser v. Lowell (C. C. A.), 117 Fed. 400. But see Board of Councilmen of City of Frankfort v. Deposit Bank of Frankfort (C. C. A.), 124 Fed. 18. In the Second Circuit it has been held: that the Circuit Court of Appeals has no power to pass upon a question involving the construction of the Constitution or a treaty, although there are other grounds of Federal jurisdiction. U. S. v. Lee Yen Tai (C. C. A.), 113 Fed. 465; *Re* Abbey Press (C. C. A.), 134 Fed. 51 (a petition for the revision of an order in bankruptcy). Macfadden v. U. S., 213 U. S. 288

[22] Am. Sugar Refining Co. v. New Orleans, 181 U. S. 277, 45 L. ed. 859; Loeb v. Columbia T'p Trustees, 179 U. S. 472, 45 L. ed. 280.

[23] Am. Sugar Refining Co. v. New Orleans, 181 U. S. 277, 281, 282, 45 L. ed. 859, 862; Cary Mfg. Co. v. Acme Flexible Clasp Co., 187 U. S. 427, 47 L. ed. 244; Macfadden v. U. S., 213 U. S. 288, 53 L. ed. 801; Railroad Commission of Ohio v. Worthington, 225 U. S. 101, 56 L. ed. 1004, affirming C. C. A. 187 Fed. 965. But see City of Seattle v. Thompson (C. C. A.), 114 Fed. 96.

[24] Field v. Barber Asphalt Paving Co., 194 U. S. 618, 48 L. ed. 1142.

[25] Macfadden v. U. S., 213 U. S. 288, 53 L. ed. 801.

[26] Ibid.; Railroad Commission of Ohio v. Worthington, 225 U. S. 101, 56 L. ed. 1004, affirming C. C. A. 187 Fed. 965.

of Appeals cannot pass upon the constitutional question, but may affirm or reverse without deciding the same, unless it certifies the question to the Supreme Court.[27] Where the sole ground of Federal jurisdiction is that there is a controversy arising under the Constitution of the United States, the Supreme Court has exclusive jurisdiction to review the same, and it cannot be reviewed by the Circuit Court of Appeals[28] although other questions are involved.[29] In such a case, the Supreme Court will ordinarily reverse the decree without passing upon the merits.[30] The taking of a prior appeal to the Circuit Court of Appeals, which has jurisdiction of the same,[31] or, it seems, the prior argument in the Circuit Court of Appeals of an appeal taken subsequently to an appeal from the District Court to the Supreme Court, when the appellants are the same, waives the latter appeal.[32] The same rule applies to an appeal taken to the Circuit Court of Appeals after an appeal to the Supreme Court when both courts have jurisdiction of the same.[33] Where one party took a writ of error from the Supreme Court upon the question of jurisdiction and the other from the Circuit Court of Appeals upon the other questions, the Circuit Court of Appeals postponed the argument of the latter until after the former was decided.[34] Judgments of the District Courts can be

[27] U. S. v. Lee Yen Tai (C. C. A.), 113 Fed. 465. The Circuit Court of Appeals cannot consider the constitutionality of a State statute which was not attacked in the court below. Western Union Tel. Co. v. Winland, C. C. A. 182 Fed. 493. Where the writ was granted solely on the ground that the Circuit Court of Appeals had failed to consider the case, the judgment was reversed and the case remanded to that court, with instructions to hear and decide the same. Lutcher & Moore Lumber Co. v. Knight, 217 U. S. 257, 54 L. ed. 757.

[28] Am. Sugar Refining Co. v. New Orleans, 181 U. S. 277, 281, 45 L. ed. 859, 861. City of Paducah v. East Tennessee Tel. Co., C. C. A. 182 Fed. 625. The same rule prevails on appeals from the District Court of Hawaii. Wright v. McFarlane & Co. (C. C. A.), 122 Fed. 770.

[29] Owensboro v. Owensboro Water Works (C. C. A.), 115 Fed. 318. But see Pike's Peak Power Co. v. Colorado Springs (C. C. A.), 105 Fed. 1.

[30] Union & Planters' Bank v. Memphis, 189 U. S. 71, 74, 47 L. ed. 712, 714.

[31] Carter v. Roberts, 177 U. S. 496, 44 L. ed. 861; Cary Mfg. Co. v. Acme Flexible Clasp Co., 187 U. S. 427, 47 L. ed. 244.

[32] Robinson v. Caldwell, 165 U. S. 359, 41 L. ed. 745. *Cf.* Kansas City N. W. R. R. Co. v. Zimmerman, 210 U. S. 336, 52 L. ed. 1084.

[33] Van Gesner v. U. S. (C. C. A.), 153 Fed. 46.

[34] No. Pac. R. Co. v. Glaspell (C.

reviewed by the Circuit Courts of Appeals irrespective of the value of the matter in dispute.[35] Upon appeals in admiralty the Circuit Courts of Appeals may review questions of both fact and law.[36]

"The Chief Justice and the associate justices of the Supreme Court assigned to each circuit, and the several district judges within each circuit, shall be competent to sit as judges of the circuit court of appeals within their respective circuits. In case the Chief Justice or an associate justice of the Supreme Court shall attend at any session of the circuit court of appeals, he shall preside. In the absence of such Chief Justice, or associate justice, the circuit judges in attendance upon the court shall preside in the order of the seniority of their respective commissions. In case the full court at any time shall not be made up by the attendance of the Chief Justice or the associate justice, and the circuit judges, one or more district judges within the circuit shall sit in the court according to such order or provision among the district judges as either by general or particular assignment shall be designated by the court: *Provided,* That no judge before whom a cause or question may have been tried or heard in a district court, or existing circuit court, shall sit on the trial or hearing of such cause or question in the circuit court of appeals."[37] It has been held that a Circuit Court

C. A.), 49 Fed. 482. See Pullman's P. C. Co. v. Central Transp. Co., 171 U. S. 138, 43 L. ed. 108; U. S. v. Jahn, 155 U. S. 109, 114, 39 L. ed. 87, 90.

[35] No. Pac. R. Co. v. Amato, 144 U. S. 465, 36 L. ed. 506; s. c. in C. C. A., 49 Fed. 881. The Paquete Habana, 175 U. S. 677, 686, 44 L. ed. 320, 323; Held *contra* as to District Courts in No. Am. Trading & Transp. Co. v. Smith (C. C. A.), 93 Fed. 7.

[36] The Havilah (C. C. A.), 48 Fed. 684. The Philadelphia (C. C. A.), 60 Fed. 423. The findings of a commissioner as to value, when the evidence is conflicting and the witnesses have appeared before, him, will rarely be disturbed. The George L. Garlick (C. C. A.), 107 Fed. 542. Cf. §§ 592, *supra*. Sec. 501, p. 2020 A.

[37] Jud. Code, Sec. 120, 36 St. at L 1087. The disqualification arises when the judge has tried or heard any question upon which it is the duty of the Circuit Court of Appeals to pass, including the validity of a removal from a State court. Rexford v. Brunswick-Balke-Collender Co., 228 U. S. 339, 57 L. ed. —. Should counsel for the plaintiff in error or appellant concede that there was no error in the decision which a judge has made, the judge is not disqualified; but it is improper for the court to ask counsel whether an objection to the qualification of a judge or to the jurisdiction of the court is withdrawn, since such objec-

of Appeals is legally constituted where is it composed of three District Judges of the Circuit regularly designated then to attend, in the absence of any Circuit Judge or Justice of the Supreme Court.[38]

§ 694. Appeals to district courts. The Judicial Code provides: "The district courts have appellate jurisdiction of the judgments and orders of United States commissioners in cases arising under the Chinese exclusion laws." [1] The former

tion should be purely voluntary. Ibid.

[38] Peters v. Hanger (C. C. A.), 136 Fed. 181. Where the writ was granted solely on the ground that the Circuit Court of Appeals had failed to consider the case, the judgment was reversed and the case remanded to that court, with instructions to hear and decide the same. Lutcher & Moore Lumber Co. v. Knikght, 217 U. S. 257, 54 L. ed. 757.

§ 694. [1] Jud. Code. Sec. 25, 36 St. at L. 1087; see *supra*, § 463: Any Chinese person, or person of Chinese descent, found unlawfully in the United States or its Territories, may be arrested upon a warrant issued upon a complaint, under oath, filed by any party on behalf of the United States, by any justice, judge, or commissioner of any United States court, returnable before any justice, judge, or commissioner of a United States court, or before any United States court, and when convicted, upon a hearing, and found and adjudged to be one not lawfully entitled to be or remain in the United States, such person shall be removed from the United States to the country whence he came. But any such Chinese person convicted before a commissioner of a United States court may, within ten days from such conviction, appeal to the judge of the district court for the district. A certified copy of the judgment shall be the process upon which said removal shall be made, and it may be executed by the marshal of the district, or any officer having authority of a marshal under the provisions of this section. And in all such cases the person who brought or aided in bringing such person into the United States shall be liable to the Government of the United States for all necessary expenses incurred in such investigation and removal; and all peace officers of the several States and Territories of the United States are hereby invested with the same authority in reference to carrying out the provisions of this act, as a marshal or deputy marshal of the United States, and shall be entitled to like compensation, to be audited and paid by the same officers." 25 St. at L. 479, Sec. 13. It has been held that the appeal to the district judge does not stay the proceedings and that an order staying the execution of the judgment of the commissioner is necessary for a supersedeas. *Re* Ah Toy, (N. D. Cal.) 45 Fed. 795. *Contra*, U. S. v. Lee (W. D. Tenn.), 184 Fed. 651. Pending an appeal to the district judge or court from an order of deportation, an alleged Chinese may be admitted to bail. U. S. v. Yee Yet, 190 Fed. 577. An appeal lies to the Circuit Court of Appeals from a judgment of the District Court af-

firming an order of deportation. Woo Jew Dip v. U. S. (C. C. A.), 192 Fed. 471. The order must be in the district where the Chinese is residing, not to another to which he is taken after his arrest. U. S. v. Chin Tong 192 Fed. 485. The appeal to the district judge is tried *de novo* and not on the record made before the commissioner. U. S. v. Wong Ock Hong. 179 Fed. 1004; U. S. v. Lee. 184 Fed. 651. A written translation by an interpreter of a statement made by a Chinese upon an examination in his presence subsequent to the arrest, was held to be admissible in evidence, although the interpreter did not testify that he could not recollect what was said without referring to the writing. Guan Lee v. U. S., C. C. A. 198 Fed. 596. The failure of the commissione to certify his judgment to the District Court is not a jurisdictional defect, the court is authorized to require him to do so. Ibid. In the absence of rules upon the subject, the notice of appeal should be in writing; it should be filed with the clerk of the court, a duplicate served on the commissioner and another copy upon the United States attorney for the district. *Re* Ah Toy, 45 Fed. 795. The entitling of the notice of appeal in the District Court and not before the commissioner, when the same was left with the commissioner, is not a jurisdictional defect. Ibid. No order allowing the appeal is required. *Re* Ah Toy, 45 Fed. 795. The deportion proceedings are civil, not criminal. *Re* Chin Wah, 182 Fed. 256; Woo Jew Dip v. U. S., 192 Fed. 471. The illegality may be establish by a preponderance of evidence and need not be proved beyond a reasonable doubt. Woo Jew Dip. v. U. S., 192 Fed. 471. The act of May 5, 1892, § 3, provides "that any Chinese person or persons of Chinese descend arrested under th provisions of this Act, or the acts hereby extended, shall be adjudged to be unlawfully within the United States, unless the person shall establish by affirmative proof, to the satisfaction of such justice, judge or commissioner, his lawful right to remain in the United States." 27 St. at L. 25. *Ex parte* Lung Wing Wun, 161 Fed. 211. It has been held: that a previous decision of the Department that a Chinese should be deported, must be followed in a subsequent proceeding. *Ex parte* Lung Foot, 174 Fed. 70; but that decisions of the Department refusing to direct a deportation were not conclusive in subsequent proceedings. *Ex parte* Stancampiano. 161 Fed. 164; U. S. Lim. Jew, 192 Fed. 644. It has been held that the Government has the burden of proof that the person sought to be deported is Chinese or of Chinese descent and not of the exempt class, and that an affidavit by a Government inspector making such a charge is not evidence upon the hearing. U. S. v. Lee, 184 Fed. 651; *Ex parte* Loung June alais Leong Jun, 160 Fed. 251. After such proof has been made, a Chinese gains no rights by standing mute. U. S. v. Chin Ken, 183 Fed. 332; aff'd. Chin Ken v. U. S., (C. C. A.) 191 Fed. 817. A previous decision of a commissioner and that of an immigration inspector, which has been affirmed on appeal, must be followed in a subsequent proceeding. *Ex parte* Lung Foot, 174 Fed. 70. But a person who relies upon such a judgment must prove that he was the person therein named and described. *Ex parte* Long Lock, 173 Fed. 208. A decision as to the right of the chi-

statute said that the appeal should be taken "to the judge of the district court for the district." [2] It was then held that the appeal is to the District Court and not to the judge as an individual.[3] It is the duty of the judge to direct his order to be entered by the clerk.[4] The District Court has no jurisdiction of such an appeal, unless it is taken within ten days from the conviction.[5]

"The district court for the district of Wyoming shall have jurisdiction of all felonies committed within the Yellowstone National Park and appellate jurisdiction of judgments in cases of conviction before the commissioner authorized to be appointed under section five of an Act entitled 'An Act to protect the birds and animals in Yellowstone National Park, and to punish crimes in said Park, and for other purposes,' approved May seventh, eighteen hundred and and ninety-four." [6] Before the enactment of the Judicial Code the District Court of the United States for the Eastern District of Arkansas had jurisdiction of appeals from convictions by a United States Commissioner, of offenses committed in a portion of Hot Springs Mountain Reservation, Arkansas.[7] This court had power to prescribe rules of procedure and practice for commissioners in the trial of cases and with reference to such appeals.[8] Although this court had

nese to enter the United States or remain therein, made under a former statute, is not conclusive as regards the new grounds for exclusion created by subsequent litigation. *Ex parte* Loung June alais Leong Jun, 160 Fed. 251; U. S. v. Lim Jew, 192 Fed. 644, aff'd. Lim Jew v. U. S., (C. C. A.) 196 Fed. 736. A judgment by a District Court acquitting the Chinese in a criminal prosecution, when the questions involved in the application for his deportation were material to the decision, is a bar to his deportation. Chin Kee v. U. S., 196 Fed. 74. But a certificate by a United States commissioner that the Chinese was tried before him for being unlawfully in the United States and discharged, is not a judgment, nor a copy of a judgment, nor admissible in evidence. *Ex parte* Lung Foot, 174 Fed. 70. See *infra*, sections on Habeas Corpus in chapter on Common Law Practice.

[2] Ibid. U. S. v. Lee, 184 Fed. 651.

[3] The United States, Petitioner, 194 U. S. 194, 48 L. ed. 931; U. S. v. Hung Chang (C. C. A.), 130 Fed. 439.

[4] U. S. v. Hung Chang (C. C. A.), 130 Fed. 439; *supra*, § 693.

[5] U. S. v. Yuen Yee Sum, 153 Fed. 494.

[6] Jud. Code, § 26, 36 St. at L. 1087.

[7] 33 St. at L. 188, § 6; Rider v. U. S. (C. C. A.), 149 Fed. 164.

[8] 33 St. at L. 188, § 6.

original jurisdiction of offenses against the United States, it could not render a valid judgment of conviction upon such an appeal, where the commissioner was without jurisdiction.[9]

§ 695. Judgments, orders, and decrees which may be reviewed by writs of error or appeals. An interlocutory order or decree granting or continuing, refusing or dissolving, or refusing to dissolve, an injunction in equity or appointing a receiver in a District Court, in a case in which an appeal from a final judgment may be taken, to the Circuit Court of Appeals, may be reviewed by such Circuit Court of Appeals on appeal, provided the appeal be taken within thirty days from the entry of such order or decree.[1] Otherwise, neither the Circuit Court of Appeals, nor the Supreme Court, has jurisdiction to review by writ of error or appeal any order, judgment, or decree which is not final.[2] A judgment, or decree, to be final for the purpose of an appeal, must terminate the litigation, so that on affirmance by the court of review, the court below will have nothing to do but to execute the order, judgment, or decree which it has already ordered.[3] A writ of error will issue to a judgment upon which an execution can issue, although

[9] Rider v. U. S. (C. C. A.), 149 Fed. 164.

§ 695. [1] 26 St. at L. 828, § 7; 31 St. at L. 660, *supra*, §§ 300, 325, 693.

[2] McLish v. Roff, 141 U. S. 661, 35 L. ed. 893; Chicago, St. P., M. & O. Ry. Co. v. Roberts, 141 U. S. 690, 35 L. ed. 905.

[3] Bostwick v. Brinkerhoff, 106 U. S. 3, 27 L. ed. 73; Grant v. Phœnix Ins. Co., 106 U. S. 429, 27 L. ed. 237; St. L., I. M. & S. R. Co. v. So. Ex. Co., 108 U. S. 24, 27 L. ed. 638; *Ex parte* Norton, 108 U. S. 237, 27 L. ed. 709; Winthrop I. Co. v. Meeker, 109 U. S. 180, 27 L. ed. 898; Mower v. Fletcher, 114 U. S. 127, 29 L. ed. 117.

The following judgments and orders at law have been held *not* final, and consequently not reviewable: A judgment overruling a demurrer to a plea of abatement, Cunningham v. Rodgers, C. C. A. 171 Fed. 835. A judgment in a criminal prosecution overruling a special plea of immunity, with leave to plead over, Heike v. U. S., 217 U. S. 423, 54 L. ed. 821. An order sustaining a demurrer, with leave to amend within a certain period, although such time has expired, when no order or judgment of dismissal has been entered. Dickinson v. Sunday Creek Co., C. C. A. 178 Fed. 78, a judgment of voluntary nonsuit, Evans v. Phillips, 4 Wheat. 73, 4 L. ed. 516; although the judge below refused to reinstate the cause after the nonsuit, U. S. v. Evans, 5 Cranch, 280, 3 L. ed. 101; Welch v. Mandeville, 7 Cranch, 152, 3 L. ed. 299. An order sustaining a demurrer as to one cause of action and overruling

the same, with leave to answer, as to the other, when the defendant has answered the second cause of action. Sheppy v. Stevens, 200 Fed. 946, or denying a motion for judgment for want of a sufficient affidavit of defense, Wenar v. Jones, 217 U. S. 593, 54 L. ed. 896; Shumaker v. Security Life & Annuity Co. of America, C. C. A. 159 Fed. 112. A judgment of the highest court of a State remanding a suit to an inferior State court for a new trial, Johnson v. Keith, 117 U. S. 199, 29 L. ed. 888, or for the entry of judgment in accordance with the opinion above without fixing a definite amount, Martinez v. Inter. Banking Corporation, 220 U. S. 214, 55 L. ed. 438; or directing that a plaintiff whose pleading has been dismissed below shall have leave to amend, in accordance with the opinion, Louisiana Nav. Co. v. Oyster Commission, 226 U. S. 99, 57 L. ed. —, or for other proceedings in equity, Winn v. Jackson, 12 Wheat. 135, 6 L. ed. 577; Mayberry v. Thompson, 5 How. 121, 12 L. ed. 78; Holcombe v. McCusick, 20 How. 552, 15 L. ed. 1020; Rankin v. State, 11 Wall. 380, 20 L. ed. 175; St. Clair Co. v. Lovingston, 18 Wall. 628, 21 L. ed. 813; Parcels v. Johnson, 20 Wall. 653, 22 L. ed. 410; McComb v. Knox Co. 91 U. S. 1, 23 L. ed. 185; Zeller v. Switzer, 91 U. S. 487, 23 L. ed. 366; Baker v. White, 92 U. S. 176, 23 L. ed. 480; Davis v. Crouch, 94 U. S. 514, 24 L. ed. 281, Bostwick v. Brinkerhoff, 106 U. S. 3, 27 L. ed. 73; Johnson v. Keith, 117 U. S. 199, 29 L. ed. 888; Smith v. Adams, 130 U. S. 167, 32 L. ed. 895; Rice v. Sanger, 144 U. S. 197, 36 L. ed. 403; Brown v. Marion Nat. Bank, 146 U. S. 619, 36 L. ed. 1106; Union Mut. Ins. Co. v. Kirchoff, 160 U. S. 374, 40 L. ed. 461. A judgment of the Supreme Court of Hawaii reversing an order granting a new trial, Cotton v. Hawaii, 211 U. S. 162, 53 L. ed. 131. See Hutchins v. William W. Bierce, Limited, 211 U. S. 429, 53 L. ed. 267. By the law of Louisiana and the rule adopted there by the District Court of the United States, a judgment without the signature of the judge could not be enforced, and consequently it was not a final judgment to which a writ of error may issue, Life & Fire Ins. Co. of N. Y. v. Wilson, 8 Pet. 291, 8 L. ed. 949. Where the record does not contain a final judgment the court cannot assume that such a judgment was entered and is without authority to exert jurisdiction. People ex rel. Gersch v. City of Chicago, 226 U. S. 451, 57 L. ed. —. A decree which in part sustained and in part overruled a demurrer, but which did not dismiss the petition was held not final, and not reviewable on appeal. G. W. Tel. Co. v. Burnham, 162 U. S. 339, 40 L. ed. 991; De Armas v. U. S. 6 How. 103, 12 L. ed. 361. A judgment in an action of *quo warranto* sustaining a demurrer, but not including a judgment of ouster, or anything that prevents the exercise of the privileges alleged to have been usurped, is not a final judgment which may be reviewed. Miners' Bank v. U. S. 5 How. 213, 12 L. ed. 121. Where a State statute permitted an amendment of a pleading after a demurrer had been sustained, it was held that a judgment of the State sustaining a demurrer to a petition was not a final judgment, Clark v. Kansas City, 172 U. S. 334, 43 L. ed. 467; until it appeared that the plaintiff's right to amend had been abandoned or taken away.

Clark v. Kansas City, 176 U. S. 114, 44 L. ed. 392. A writ of error will not issue to an order sustaining a demurrer with leave to the plaintiff "to discontinue on payment of costs," when there has been no discontinuance or entry of judgment against the plaintiff. Morris v. Dunbar (C. C. A.), 149 Fed. 406. Nor to a judgment affirming a judgment sustaining a demurrer without dismissing the suit. Missouri & Kansas Inter. Ry. Co. v. City of Olathe, Kansas, 222 U. S. 185, 56 L. ed. 156. Nor to an order denying the plaintiff's application to amend his declarations, Stillwagon v. Baltimore & O. R. Co., C. C. A. 159 Fed. 97. The certificate by the Circuit Court of the District of Columbia of a finding of fact by a jury upon an issue sent by the Orphans' Court, which is as conclusive as a verdict upon the court to which it is certified, is not a final judgment to which a writ of error will issue for error in instructing the jury, since it does not put an end to the suit in the Orphans' Court. Van Ness v. Van Ness, 6 How. 62, 12 L. ed. 344. A writ of error will not issue to the decision of the court below upon a motion to enter an *exonerctur* of bail, Morsell v. Hall, 13 How. 212, 14 L. ed. 117. Nor to the judgment of a State court, which is only a direction to transfer the possession of a railroad to the Comptroller-General of the State. Hand v. Hagood, 131 U. S. clxxxi, and 26 L. ed. 301. Nor to an order of a District Court refusing to grant a certificate of reasonable cause for filing an information for alleged violation of revenue laws. U. S. v. Frerichs' Pl., 106 U. S. 160, 27 L. ed. 128. Nor to an order of the Supreme Court of a Territory, dismissing a writ of error to a District Court because of the failure of the plaintiff in error to file the transcript and have the cause docketed within the time required by law. Harrington v. Holler, 111 U. S. 796, 28 L. ed. 602. Nor to an order striking a case from the docket. Loflin v. Ayers, C. C. A. 164 Fed. 841. Nor to an order quashing an inquisition to assess damages when another inquisition might be taken under the statute. Chesapeake & O. Canal Co. v. Union Bank of Georgetown, 8 Pet. 259, 8 L. ed. 937. Nor, it has been held, to an order quashing an attachment. Atl. Lumber Co. v. L. Bucki & Son L. Co. (C. C. A.), 92 Fed. 864; Hamner v. Scott (C. C. A.), 60 Fed. 343. But see Standley v. Roberts (C. C. A.), 59 Fed. 836; Salmon v. Mills (C. C. A.), 66 Fed. 32; U. S. ex rel. Mudsill Min. Co. v. Swan (C. C. A.), 65 Fed. 647; *supra*, § 470. Nor to an order in North Carolina directing the return to the defendant of property replevied. Porter v. Davidson (C. C. A.), 68 Fed. 257. Nor to an order setting aside a sheriff's return to an execution and awarding an alias execution. Wells v. McGregor, 13 Wall. 188, 20 L. ed. 538. Nor to an order denying a motion to quash an execution. Boyle v. Zacharie, 6 Pet. 648, 8 L. ed. 532; Evans v. Gee, 14 Pet. 1, 10 L. ed. 327; Amis v. Smith, 16 Pet. 303, 10 L. ed. 973; McCargo v. Chapman, 20 How. 555, 15 L. ed. 1021; Tracey v. Holcombe, 24 How. 426, 16 L. ed. 742; Loeber v. Schroeder, 149 U. S. 580, 37 L. ed. 856. Noojin v. U. S., C. C. A. 164 Fed. 692. Nor to an order denying a motion to quash a *fieri facias*. Loeber v. Schroeder, 149 U. S. 580, 37 L. ed. 856. Nor to a judgment in the court below on a writ of

the judgment is imperfect and informal.[4] A judgment of

error *coram robis*. Pickett v. Legerwood, 7 Pet. 144, 8 L. ed. 638. Nor, it seems, to an order of the court below, made on a motion for a writ of restitution. Barton v. Forsyth, 5 Wall. 190, 18 L. ed. 545; Dredge v. Forsyth, 2 Black, 563, 17 L. ed. 253; Smith v. Trabue, 9 Pet. 4, 9 L. ed. 30. Nor, it was held, to an order dismissing a writ of error for want of prosecution. Harrington v. Holler, 111 U. S. 796, 28 L. ed. 602. Nor to an order granting or denying a motion for a new trial, except to review the jurisdiction to grant the same, Manning v. German Ins. Co. (C. C. A.), 107 Fed. 52; Ayers v. Watson, 137 U. S. 584, 34 L. ed. 803; Houston v. Moore, 3 Wheat. 433, 4 L. ed. 428; or affirming an order granting or denying such a motion. Beaupré v. Noyes, 138 U. S. 397, 402, 34 L. ed. 991, 992. When there was no jurisdiction an order granting a new trial may be reviewed. Nelson v Meehan (C. C. A.) 12 L.R.A. (N. S.) 374, 155 Fed. 1, *infra*, § 711. Nor to an order remanding a cause to a State court for want of jurisdiction. Chicago, St. P., M. & O. R. Co. v. Roberts, 141 U. S. 690, 35 L. ed. 905; *supra*, § 557. Nor to an order of a District Court appointing commissioners in a condemnation proceeding. So. Ry. Co. v. Postal Tel. Co. (C. C. A.)., 93 Fed. 393; Luxton v. No. R. Br. Co., 147 U. S. 337, 37 L. ed. 194; *supra*, § 482. But see Wheeling & O. Br. Co. v. Wheeling, 138 U. S. 287, 34 L. ed. 967. Nor to an order directing a second trial before a jury to assess the damages in such a proceeding. Macfarland v. Brown, 187 U. S. 239, 47 L. ed. 159; Macfarland v. Byrnes, 187 U. S. 246, 47 L. ed. 162. Nor to an order giving the right to elect a second jury to assess benefits. Macfarland v. Byrnes, 187 U. S. 246, 47 L. ed. 162. Nor to an order overruling a demurer to an interplea. Robinson v. Belt (C. C. A.), 56 Fed. 328; but see Salmon v. Mills (C. C. A.), 66 Fed. 32. Nor to an order of interpleader which does not discharge the party who obtains the same. Huxley v. Pennsylvania Warehousing & Safe Deposit Co., C. C. A. 170 Fed. 587. Nor to an order directing a witness to answer questions and to produce books, Alexander v. U. S., 201 U. S. 117, 50 L. ed. 686, although they are officers of a defendant corporation. Webster Coal Co. v. Cassatt, 207 U. S. 181, 52 L. ed. 160; Pennsylvania Coal & Coke Co. v. Cassatt, 207 U. S. 187, 52 L. ed. 163. But an order punishing a witness for contempt for disobedience to such an order may be reviewed, at least when the United States is a party plaintiff. Nelson v. U. S., 201 U. S. 92, 50 L. ed. 673; Alexander v. U. S., 201 U. S. 117, 121, 50 L. ed. 686, 688, *supra*, §§ 436, 437. Nor to an order for the inspection and survey of a mine, pleading a suit to enjoin a trespass upon the same. Montana Ore P. Co. v. Butte & B. Consol. Min. Co. (C. C. A.), 126 Fed. 168.

[4] Wilson v. Daniel, 3 Dall. 401, 1 L. ed. 655. See Blumenthal v. Shaw (C. C. A.), 79 Fed. 801. A *writ of error will issue* to an order of a District Court striking out an answer, and containing a final judgment for the claim on which

suit was brought. Fuller v. Claflin, 93 U. S. 14, 23 L. ed. 785. To an order in an action of replevin, quashing and vacating the writ; dismissing the action at the plaintiff's costs, and awarding execution because the court has no jurisdiction. *Ex parte* Balt. & O. R. Co., 108 U. S. 566, 27 L. ed. 812. To a judgment entered upon an order directing an involuntary nonsuit, Elmore v. Grymes, 1 Pet. 469, 7 L. ed 224; Central Transp. Co. v. Pullman's P. Car. Co., 139 U. S. 24, 39, 35 L. ed. 55, 61; Fadley v. Baltimore & O. R. Co., C. C. A., 153 Fed. 514; or dismissing the complaint in an action at common law under the Code practice, Central Transp. Co. v. Pullman's P. Car. Co., 139 U. S. 24, 39, 35 L. ed. 55, 61; even, it is said, when it also sets aside a judgment. Newcomb v. Burbank, 159 Fed. 569; Connecticut Fire Ins. Co. v. Manning, 177 Fed. 893. To an order dismissing the petition of a creditor who intervenes in an action in which a writ of attachment has been issued and levied. Grumbel v. Pitkin, 113 U. S. 545, 28 L. ed. 1128. To an order quashing a writ of garnishment and dismissing the garnishee with costs. U. S. ex rel. Mudsill Min. Co. v. Swan, (C. C. A.), 65 Fed. 647. To an order distributing the proceeds of a sale under a marshal's levy. Grumbel v. Pitkin, 113 U. S. 545, 28 L. ed. 1128. To an order awarding a writ of peremptory mandamus. Memphis v. Brown, 94 U. S. 715, 24 L. ed. 244; Davies v. Corbin, 112 U. S. 36, 28 L. ed. 627. To a judgment of a State court reversing a judgment of an inferior court, and directing the latter court to enter a specified judgment, leaving nothing to its discretion. Board of Com'rs of Tippecanoe County v. Lucas, 93 U. S. 108; 23 L. ed. 822; Mower v. Fletcher, 114 U. S. 127, 29 L. ed. 117. To a judgment of a State court reversing a judgment against a defendant upon the ground that he was entitled to an exemption which he claimed under the Bankruptcy Act, and affirming a judgment against sureties upon the ground that they were not entitled to the benefit of the discharge of their principal. O'Dowd v. Russell, 14 Wall. 402, 20 L. ed. 857. To a judgment of the Supreme Court of Virginia affirming a judgment which sustains proceedings to condemn certain property, adjudges that it was necessary for the petitioner to take the same, and names commissoners to ascertain what would be a just compensation for the respondent, where the Court of Appeals of that State held that the judgment was final and conclusive unless immediately reviewed. Wheeling & B. Br. Co. v. Wheeling Br. Co., 138 U. S. 287, 34 L. ed. 967. But see Luxton v. North River Br. Co., 147 U. S. 337, 37 L. ed. 194; *supra*, § 482. To the final judgment of a court of competent jurisdiction upon a proceeding under section 2326 of the Revised Statutes to determine an adverse claim to mineral land. Chambers v. Harrington, 111 U. S. 350, 28 L. ed. 452. To an order of the Court of Appeals of the District of Columbia affirming an order admitting a will to probate. Ormsby v. Webb, 134 U. S. 47, 33 L. ed. 805. To an order abating a judgment of conviction imposing a fine. U. S. v. N. Y. Cent. & H. R. R. Co., C. C. A., 164 Fed. 325; U. S. v. Dunne, C. C. A., 173 Fed. 254. To an order under the Alaska Code, denying a motion to strike from the judgment

dismissal with costs is final and may be reviewed.[5] "If by any direction the entire cause is in fact determined, the decision, when reduced to form and entered in the records of the court, constitutes a final judgment, subject in a proper case to our review, whatever may be its designation."[6] Where two writs of error have been taken to the Circuit Court of Appeals by different parties to review the same judgment, upon one of them the judgment has been affirmed, and afterwards, upon the other, there is a reversal and a new trial ordered as to certain matters; the Supreme Court of the United States will not review either decision by a writ of error, even when such writ was sued out before the reversal.[7] A decree of an intermediate court of review, reversing a decree of the court of first instance as to some of the findings and conclusions therein contained and directing a new decree to be entered in accordance with the opinion which authorizes a reference, is not a final decree and cannot be immediately reviewed by the Supreme Court.[8]

a provision that execution issue against the defendant's person after a return, unsatisfied, of execution against his property. Mitchell v. Porter, C. C. A., 194 Fed. 49.

5 New Orleans R. Co. v. Morgan, 10 Wall. 256; Newcomb v. Burbank, 169 Fed. 569; although a blank is left for the insertion of the amount of the costs after they have been taxed, Allis-Chalmers Co. v. U. S., C. C. A., 162 Fed. 679. So is an order of dismissal which contains a judgment for costs. Col. E. Ry. Co. v. Union Pac. Ry. Co. (C. C. A.), 94 Fed. 312. But not an order or judgment reversing a judgment of dismissal, when the defendant has the right to plead again below. Morgan v. Thompson (C. C. A.), 124 Fed. 203.

6 Board of Com'rs of Tippecanoe County v. Lucas, 93 U. S. 108, 113, 23 L. ed. 822, 824.

7 Montana Min. Co. v. St. Louis Min. & Mill. Co., 186 U. S. 24, 46 L. ed. 1039. A judgment of the Circuit Court of Appeals ordering a reversal and judgment for the defendant may be reviewed by writ of error. Troxell v. Delaware, L. & W. R. R. Co., 227 U. S. 434, 57 L. ed. —. A judgment ordering a new trial may be reviewed by *certiorari*. Flannelly v. Delaware & Hudson Co., 225 U. S. 597, 56 L. ed. 1221.

8 Earle v. Myers, 207 U. S. 244, 52 L. ed. 191. Where the Circuit Court of Appeals, in an action for a penalty, reversed the judgment because the penalty imposed was insufficient and directed judgment below in accordance with its opinion, it was held that a writ of error from the Supreme Court might immediately issue. Baltimore & O. Southwestern R. R. Co. v. U. S., 220 U. S. 94, 55 L. ed. 384, modifying S. C., C. C. A., 159 Fed. 33.

According to the English Chancery practice a final decree was a decree which completely determined every question arising in the cause; and every decree which reserved the further consideration of any question arising in a cause till the future hearing was interlocutory.[9] Moreover, technically, every decree was considered interlocutory until it was signed and enrolled.[10] A decree, the operation of which is subsequently suspended at the same term, is not final.[11] Under the Federal Judiciary Acts, a different definition of a final decree in equity has been made. For the purpose of appeals, every decree is considered final which decides the right to property and orders that it be sold or delivered to a party, or to an intervenor,[12] or creates a lien upon property by the issue of receivers' certificates,[13] or otherwise, or directs a specific sum of money to be paid to a party,[14] or to an intervenor,[15] or to a clerk,[16] or to a receiver,[17] or by a receiver into court,[18] or by a stranger to the suit, or out of a fund in court; provided that the successful party is entitled to compel its

9 Seton on Decrees (4th ed.), 2.

10 Forum Romanum; Seton on Decrees (4th ed.), 2; *supra*, §§ 397, 406.

11 Ohio River R. Co. v. Fisher (C. C. A.), 115 Fed. 929.

12 Central Trust Co. v. Marietta & N. G. Ry. Co. (C. C. A.), 48 Fed. 864; although the same decree refers another part of the controversy to a master, Maas v. Longstorf, C. C. A., 166 Fed. 41. A decree permitting an intervenor to use the property pending the litigation, on conditions prescribed, was held to be interlocutory only, and not appealable. Columbia Avenue Trust Co. v. MacAfee Co. (C. C. A.), 136 Fed. 402.

13 Bibber-White Co. v. White River Val. El. R. Co. (C. C. A.), 115 Fed. 786.

14 Trustees v. Greenough, 105 U. S. 527, 26 L. ed. 1157; and cases cited *infra*, note 19.

15 Central Trust Co. v. Marietta & N. G. Ry. Co. (C. C. A.), 48 Fed. 850, 860 (where the receiver was directed to pay for property in notes). So *are* an order on a petition of intervention in a foreclosure suit directing that the petitioner's claim be a charge upon the property and its income, prior to the rights of the mortgagee, Central Tr. Co. v. Grant Locomotive Works, 135 U. S. 207, 34 L. ed. 97; and an order fixing the amount of an attorney's lien and directing payment to him of the amount due, Tuttle v. Claflin (C. C. A.), 88 Fed. 122.

16 *Re* Michigan Cent. R. R. Co. (C. C. A.), 124 Fed. 727.

17 Ruggles v. Patton (C. C. A.), 143 Fed. 312.

18 Hinckley v. Gilman, C. & S. R. Co., 94 U. S. 467, 24 L. ed. 166. But, it has been held that neither an order approving a monthly report of a receiver, nor one directing him to pay expenses incurred by him, is appealable before the final settlement of his accounts. Heinze

immediate execution.[19] It has been held that an order overruling exceptions to a report of a master dismissing a claim and ap-

v. Butte & Boston Consol. Min. Co. (C. C. A.), 129 Fed. 337. An order denying a prayer of the receiver for a settlement of his accounts and that the complainants be directed to pay the costs and expenses of his receivership is appealable. Chapman v. Atlantic Trust Co. (C. C. A), 119 Fed. 257. So is one denying an application by a mortgage for a sale. Gay v. Hudson River El. Power Co., C. C. A., 184 Fed. 689; or an application to set aside a writ of assistance and for the delivery to the petitioner of property seized thereunder. Dexter Horton Nat. Bank of Seattle, Wash. v. Hawkins, C. C. A., 190 Fed. 924; or dissolving an attachment unless the plaintiff files a bond. McDermott v. Hayes, C. C. A., 197 Fed. 129.

[19] Taney, C. J., in Forgay v. Conrad, 6 How. 201, 204, 12 L. ed. 404, 405; Michond v. Girod, 4 How. 503, 11 L. ed. 1076; Ray v. Law, 3 Cranch, 179, 2 L. ed. 404; Whiting v. Bank of U. S., 13 Pet. 6, 10 L. ed. 33; Wabash & E. Canal Co. v. Beers, 1 Black, 54, 17 L. ed. 41; Bronson v. Railroad Co., 2 Black, 524, 17 L. ed. 359; Milwaukee & M. R. Co. v. Soutter, 2 Wall. 440, 17 L. ed. 860; Thomson v. Dean, 7 Wall. 342, 19 L. ed. 94; Railroad Co. v. Bradleys, 7 Wall. 575, 19 L. ed. 274; Stovall v. Banks, 10 Wall. 583, 19 L. ed. 1036; French v. Shoemaker, 12 Wall. 86, 20 L. ed. 270; Marin v. Lalley, 17 Wall. 14, 21 L. ed. 596; Trustees v. Greenough, 105 U. S. 527, 26 L. ed. 1157; Farmer's Loan & Tr. Co., Petitioner, 129 U. S. 206, 32 L. ed. 656; Lewisburg Bank v. Sheffey, 140 U. S. 445, 35 L. ed. 493; Chicago & V. R. Co. v. Fosdick, 106 U. S. 47, 83, 27 L. ed. 47, 64; Sage v. Railroad Co., 96 U. S. 712, 24 L. ed. 641; Hoffman v. Knox (C. C. A.), 50 Fed. 484. But see Jacksonville, T. & K. Ry. Co. v. American Cont. Co., 57 Fed. 66; Edgell v. Felder (C. C. A.), 99 Fed. 324; Central Tr. Co. v. Marietta & N. Y. Ry. Co. (C. C. A.), 48 Fed. 850. But see McGourkey v. Toledo & O. Ry. Co., 146 U. S. 536, 36 L. ed. 1079.

An order setting aside a sale made in violation of an injunction was held to be *appealable*. Grant v. Lowe (C. C. A.), 89 Fed. 881. An order of seizure and sale in Louisiana where there was no opposition was held to be a final order. Boatmen's Sav. Bank v. Wagenspack, 12 Fed. 66. Where the general term of the Supreme Court of the District of Columbia affirmed an order of the special term which determined that the domicile of a decedent was in the District, and that such court had "original jurisdicion in the matter of his estate;" it was held that an appeal could be taken to the Supreme Court of the United States. Benjamin's Heirs v. Dubois, 118 U. S. 46, 30 L. ed. 52. An order reviving a suit in the name of the executor of the deceased plaintiff, for whom a decree was rendered, and investing the substituted plaintiff with all the rights of the original plaintiff to enforce the decree, is appealable, Terry v. Sharon, 131 U. S. 40, 33 L. ed. 94); but *not* an order reviving a suit that has abated before a final decree in the same. Mackaye v. Mallory (C. C. A.), 79 Fed.

proving the report is not appealable.[20] An appeal may be taken from an order or decree, which confirms a sale so that no reversal

1. A decree rendered by a district judge, in a case where he has no vote, is good until vacated, and therefore appealable. Baker v. Power, 124 U. S. 167, 31 L. ed. 382. A decree which set aside a lease of the property of a corporation and appointed a receiver to manage the corporate affairs, to whom the directors were ordered to deliver the property, books and papers of the corporation; provided for an accounting by the defendant directors of the profits and royalties under the lease; but reserved to the court "such further direction as may be necessary to carry the decree into effect, concerning costs, or as may be equitable and just:" was held final, from which an appeal could immediately be taken. Winthrop I. Co. v. Meeker, 109 U. S. 180, 27 L. ed. 898. In a suit by an express company against a railroad company to require the defendant to carry plaintiff's express matter upon the payment of reasonable charges, a decree that defendant must carry for reasonable rates, and fixing for the time being the maximum thereof, is final, notwithstanding a reference by interlocutory decree or supplemental order for the settlement of accounts which accrued pending the suit. St. Louis, I. M. & S. Ry. Co. v. So. Exp. Co., 108 U. S. 24, 27 L. ed. 638; Missouri, K. & T. Ry. Co. v. Dinsmore, 108 U. S. 30, 27 L. ed. 640. Where an assignee in bankruptcy filed a bill to set aside a confession of judgment by the bankrupt and execution sales thereunder, and to restrain the foreclosure of the mortgage given by the bankrupt on the same property upon its reconveyance to him to secure an alleged balance of purchase-money, and the court found the confessed judgment, execution sale, and mortgage valid, and allowed the foreclosure to proceed, but ordered that any surplus arising therefrom should be paid to the assignee; the decree was held final, and appealable. *Ex parte* Norton, 108 U. S. 237, 27 L. ed. 709; Andrews v. Nat. F'y & P. Wks. (C. C. A.), 73 Fed. 516. An order denying permission to a receiver to have a judgment against his corporation set aside was held to be appealable. Rust v. United Waterworks (C. C. A.), 70 Fed. 129.

As to appeals from orders denying leave to intervene, see *supra*, § 259; and Buel v. Farmers' L. & Tr. Co. (C. C. A.), 104 Fed. 839; Jones & Laughlins v. Sands (C. C. A.), 79 Fed. 913; Rust v. United Waterworks Co. (C. C. A.), 70 Fed. 129; Security Tr. Co. v. Sullivan (C. C. A.), 77 Fed. 778; Lewis v. Balt. & L. R. Co. (C. C. A.), 62 Fed. 218; Hamlin v. Toledo, St. L. & K. C. R. Co. (C. C. A.3, 36 L.R.A. 826, 78 Fed. 664; Land Title & Trust Co. v. Asphalt Co. of America (C. C. A.), 127 Fed. 1; Blaffer v. New Orleans Water Supply Co., C. C. A., 160 Fed. 389.

[20] Walter Scott & Co. v. Wilson (C. C. A.), 115 Fed. 284, 285; per Curiam: "It neither determines the appellant's right nor disposes of its suit. It still remains within the power of the court below to set aside that report, to re-refer the case, and to direct further evidence to be taken. 'A confirmed report, at best, stands in the same relation

of any order subsequently made would divest the title, even though the consideration of other matters arising upon the pleadings is reserved "for further consideration" in it.[21] A decree is final which settles all the rights of the parties involved in the pleadings, though it gives leave to either of them to apply at the foot of the decree in relation to any matter not finally determined by it.[22] A decree dismissing a bill with costs to be subsequently taxed was held to be a final decree, although a judgment for the costs was entered after their taxation.[23] A decree dismissing a bill as to certain defendants, but reserving the ultimate decision of a separable controversy between the plaintiff and other defendants;[24] a decree dismissing a bill against the only defendants served with process, although others, who were not indispensable parties, have not been served;[25] and a decree dismissing a bill against one defendant, although no decree has been entered against another, against whom an order has been entered taking the bill as confessed,[26] have been held to be appealable. But a decree dismissing a bill against one of several defendants sought to be jointly charged,[27]

to a decree as a verdict to a judgment. It may be almost certain that the decree will follow it, but it cannot be enforced until the decree is entered.' Kingsbury v. Kingsbury, 20 Mich. 212."

21 St. Louis, I. M. & S. R. Co. v. So. Exp. Co., 108 U. S. 24, 27 L. ed. 638; Mo., K. & T. R. Co. v. Dinsmore, 108 U. S. 30, 27 L. ed. 640; Lewisburg Bank v. Sheffey, 140 U. S. 445, 35 L. ed. 493; Sanders v. Bluefield Works & Imp. Co. (C. C. A.), 106 Fed. 587; Chase v. Driver (C. C. A.), 92 Fed. 780; New Orleans v. Peake (C. C. A.), 52 Fed. 74. But see Dainese v. Kendall, 119 U. S. 53, 30 L. ed. 305.

22 French v. Shoemaker, 12 Wall. 86, 20 L. ed. 270.

23 Fowler v. Hamill, 139 U. S. 549, 35 L. ed. 266.

24 Hill v. Chicago & Evanston R. R. Co., 140 U. S. 52, 35 L. ed. 331; Jackson v. Jackson, C. C. A., 175 Fed. 710. But see Keystone Manganese & Iron Co. v. Martin, 132 U. S. 91, 33 L. ed. 275.

25 Bradshaw v. Miners' Bank, (C. C. A.), 81 Fed. 902.

26 Stewart v. Masterson, 131 U. S. 151, 33 L. ed. 114. See Judson v. Courier Co., 25 Fed. 705.

27 Hohorst v. Hamburg-American Packet Co., 148 U. S. 262, 37 L. ed. 443; National Bank of Rondout v. Smith, 156 U. S. 330, 39 L. ed. 441; Carmichael v. Texarkana (C. C. A.), 58 L.R.A. 911, 116 Fed. 845; Menge v. Warriner (C. C. A.), 120 Fed. 816; Cay v. Vereen, (C. C. A.), 144 Fed. 839; El. Protection Co. v. Am. Bank Protection Co., C. C. A., 184 Fed. 916; General El. Co. v. Allis-Chalmers Co., C. C. A., 194 Fed. 413. But see Dainese v. Kendall, 119 U. S. 53, 30 L. ed. 305.

although they were not served with process and the remaining defendant was duly served;[28] a decree dismissing a bill against one defendant, who if liable, would be entitled to a right of subrogation against another, whose liability was still undetermined;[29] and a decree against a single defendant dismissing a bill as to certain claims under a patent, which were adjudicated to be void, but reserving the final determination concerning other claims,[30] have been held to be not appealable. A decision of the Court of Appeals of the District of Columbia upon an appeal from the decision of the Commissioner of Patents is interlocutory and is not reviewable by either appeal or writ of error.[31] A decree, which directs the payment of money and delivery of property by some defendants and reserves the controversy as regards the others,[32] provided that the amount is immediately payable and does not need an accounting for its

28 Beck & Pauli Lith. Co. v. Wacker & B. B. M. Co. (C. C. A.), 76 Fed. 10.

29 Baker v. Old Nat. Bank (C. C. A.), 91 Fed. 449.

30 *Re* National Enameling & Stamping Co., 201 U. S. 156, 50 L. ed. 707; Globe-Wernicke Co. v. Fred Macey Co. (C. C. A.), 119 Fed. 696; Memphis Keeley Institute v. Leslie E. Keeley Co. (C. C. A.), 144 Fed. 628; Library Bureau v. Yawman & Erbe Mfg. Co. (C. C. A.), 147 Fed. 245; *contra*, Chicago Wooden Ware Co. v. Miller Ladder Co. (C. C. A.), 133 Fed. 541; Scriven v. North (C. C. A.), 134 Fed. 366.

31 Frasch v. Moore, 211 U. S. 1, 53 L. ed. 65.

32 Forgay v. Conrad, 6 How. 201, 12 L. ed. 404.

It has been held that the following orders and decrees in equity are *not* final and cannot be reviewed by appeal: An order directing money to be paid by a party into court, Louisiana Nat. Bank v. Whitney, 121 U. S. 284, 30 L. ed. 961; Norris Safe & Lock Co. v. Manganese Steel Safe Co. (C. C. A.), 150 Fed. 577, or to a receiver, Lodge v. Twell, 135 U. S. 232, 34 L. ed. 153, and an order directing the delivery of property by a party to a receiver, to abide the result of the suit, Grant v. Phœnix Mut. L. Ins. Co., 106 U. S. 429, 27 L. ed. 237. But it has been held that the order of the District Court for Alaska directing the delivery to a receiver of a placer mine, with directions to operate the same, which would soon exhaust the supply of gold, was appealable, *Re* McKenzie, 180 U. S. 536, 45 L. ed. 657; Ternanses v. Melsing, (C. C. A.), 106 Fed. 775; *supra*, §§ 300, 325; and that so was an order directing a master to examine the papers in a box and give them to the different parties, to whom they belonged, Potter v. Beal (C. C. A.), 50 Fed. 860, 863. Not appealable are: A decree adjudging the right of possession, but appointing a special master to take evidence as to the identity of the articles to be delivered, Rexford v. Brunswick-Balke-Collender Co., 228 U. S. 339, 57 L.

ed. —. An order directing the delivery of property to a new trustee appointed by the court, when another matter is reserved for further consideration, Pulliam v. Christian, 6 How. 209, 12 L. ed. 408; but see Winthrop Iron Co. v. Meeker, 109 U. S. 180, 27 L. ed. 898. An order deciding that complainants were entitled to recover damages and referring the case to a special master to find and report the amount thereof. Odbert v. Marquet, C. C. A., 175 Fed. 44. A decree directing a conveyance of land, which directs an accounting and does not prescribe the time within which the conveyance shall be made, Maas v. Longstorf (C. C. A.), 166 Fed. 41. An order directing a sale which does not describe the property to be sold sufficiently specifically to warrant an immediate sale, Railroad Co. v. Swasey, 23 Wall. 405. An order directing a sale which does not appoint the time of sale, Buckingham v. McLean, 13 How. 150, 14 L. ed. 90; unless it authorizes a master to fix the time of sale, Odbert v. Marquet, C. C. A., 175 Fed. 44; Parsons v. Robinson, 122 U. S. 112, 30 L. ed. 1122; an order setting aside a final decree where the appellant has obtained leave to amend, Fisher v. Simon (C. C. A.), 67 Fed. 387.

But, it has been held that a decree upon an original bill, which sets aside a former decree for fraud and orders further proceedings in the former suit, Hendryx v. Perkins (C. C. A.), 114 Fed. 801; an order setting aside a decree that struck from the files amended pleadings, which bring in property not originally involved in a suit, Miocene Ditch Co. v. Moore (C. C. A.), 150 Fed. 483; and an order granting a new trial, which the court had no jurisdiction to allow, Nelson v. Mehan (C. C. A.), 12 L.R.A.(N.S.) 374, 155 Fed. 1; are appealable.

Not appealable: A decree upon a cross-bill which does not dispute of the original bill, *Ex parte* Railroad Co., 95 U. S. 221, 24 L. ed. 355; Ayres v. Carver, 17 How. 591, 15 L. ed. 179; Winters v. Ethell, 132 U. S. 207, 33 L. ed. 339. A decree in a partition suit which adjudges that the appellees are owners each of one-eighth of the property, and refers the matter to a master, Green v. Fisk, 103 U. S. 518, 26 L. ed. 486; see also Perkins v. Fourniquet, 6 How. 206, 12 L. ed. 506; Elder v. McClaskey (C. C. A.), 70 Fed. 529; or to commissioners, to proceed to partition, Dangerfield v. Caldwell (C. C. A.), 151 Fed. 554. A decree of affirmance which does not tax costs nor specify the sum for which it is rendered, Wheeler v. Harris, 13 Wall. 51, 20 L. ed. 531; The Lucille, 19 Wall. 73, 22 L. ed. 64; but see Fowler v. Hamill, 139 U. S. 549, 35 L. ed. 266; *contra* of affirmance upon writ of error, Texas & Pac. Ry. Co. v. Gentry, 163 U. S. 353, 363, 41 L. ed. 186, 191. An order or decree denying relief except upon the performance of certain conditions, Barker v. Craig, 127 U. S. 213, 22 L. ed. 147; Stratton v. Dewey (C. C. A.), 79 Fed. 32; unless it clearly appears that the appellant has refused to comply with the conditions, Tuttle v. Claflin (C. C. A.), 66 Fed. 7. A docket entry, "Opinion—Decree for complainants, is not a decree and so not appealable till a former decree has been entered thereupon. Herrick v. Cutcheon (C. C. A.), 55 Fed. 6. A statement on the records of the court: "Court order October 26, 1893. Writ dismissed; prisoner remanded. Register 2 of Depart-

ments 1 to 10, page 249," is not a final judgment nor an order, and is not reviewable. Clarke v. McDade, 165 U. S. 168, 171, 41 L. ed. 673, 674.

Where, after certain property had been sold under a trust deed executed to secure three promissory notes to the holder of two of the notes, an action was brought by the holder of the remaining note to set aside the sale, and for an account of the rents collected, and of the amount due upon the notes held by each, and the special term of the Supreme Court of the District of Columbia set aside the sale by an order from which an immediate appeal was taken, an order of the general term, reviewing the order below, ratifying and confirming the sale, and remanding the cause to the special term "for further proceedings," was held not to be a final order within the meaning of the statute allowing appeals from that court to the Supreme Court of the United States. Dainese v. Kendall, 119 U. S. 53, 30 L. ed. 305.

No appeal can be taken from a decree setting aside one sale and ordering another, Butterfield v. Usher, 91 U. S. 246, 23 L. ed. 318; except by the purchaser, Blossom v. Milwaukee & C. R. Co., 1 Wall. 655, 17 L. ed. 673. See *infra*, § 697. But see Grant v. Lowe (C. C. A.), 89 Fed. 881. Nor from a decree setting aside an assignment and directing a reference to determine the rights of creditors. Talley v. Curtain (C. C. A.), 58 Fed. 4. Nor from an order discharging a previous order to the marshal to seize property of the defendant. Riddle v. Hudgins (C. C. A.), 58 Fed. 490. Nor from a decree directing an account to be taken of rents and proceeds of lands with an option to appellant to purchase them and leave certain other questions to be decided thereafter. Crawford v. Points, 13 How. 11, 14 L. ed. 29. No appeal can be taken from a decree to take an account upon evidence and report to the court. Beebe v. Russell, 19 How. 283, 15 L. ed. 668. A decree that the plaintiff recover of the defendant the highest market value of certain bonds to be ascertained by the court in special term, is not a final decree where the amount has not been ascertained. Follansbee v. Ballard Pav. Co., 154 U. S. 651, and 25 L. ed. 802. Where a decree dismissed a bill with costs, but contained a recital declaring that the patent on which the complainant sued was valid, it was said that the defendant could not appeal from that part of the decree. Corning v. Troy Iron & N. Factory, 15 How. 451, 465, 14 L. ed. 768, 774.

The following decrees in *admiralty* were held *not* final, and consequently not appealable: A decree of restitution with costs and damages, when the court had taken no action on the report of the commissioners appointed to ascertain the damages before the appeal was taken. The Palmyra, 10 Wheat. 502, 6 L. ed. 376. A decree on a libel *in personam*, for damages to be recovered, which appointed commissioners to ascertain the amount of the damages. Chace v. Vasquez, 11 Wheat. 429. A decree stating that the sum claimed by a petitioner was due from the fund in court, but that since the fund might not satisfy all claims, no order for payment would be made until further advised. Montgomery v. Anderson, 21 How. 386. A decree upon a libel claiming the condemnation of a

determination;[33] and an order refusing to dismiss a bill as regards one of two complainants, which alleges that it was joined without its consent,[34] are appealable.

An appeal lies to the Circuit Court of Appeals from an interlocutory decree or order, which grants, or continues, or refuses or dissolves, or refuses to dissolve, an injunction or appoints a receiver.[35] Upon such an appeal the whole bill may be dismissed;[36] but a cross-appeal by the complainant cannot be sustained.[37] The Supreme Court of the United States cannot review such an order or decree by an appeal from the Circuit Court of Appeals[38] or from the court of first instance,[39]

schooner and cargo, which condemned the schooner, but made no mention of the cargo. Dayton v. U. S., 131 U. S. lxxx., and 18 L. ed. 169. A decree dismissing a cross-libel when jurisriction is retained over the original libel and the questions arising thereupon are not determined, Bowker v. U. S., 186 U. S. 135, 46 L. ed. 1090. A decree dismissing a claim for a portion of the property libeled is final, and an appeal will lie therefrom. Withenbury v. U. S., 5 Wall. 819, 18 L. ed. 613. An order dismissing a petition by the claimant of a vessel, libeled and sold for salvage, praying the petitioner's right to the fund be summarily determined under Adm. Rule 43 and that he be allowed to withdraw the same upon substituting a bond. The Chief, C. C. A. 142 Fed. 349. An order denying a motion to set aside and satisfy a decree in favor of a libelant against a steamer, its claimant and a surety on a bond for the release of the *res*. Carroll v. Davidson, C. C. A., 152 Fed. 424. A decree adjudging that the petitioner is entitled to a limitation of liability, declaring that one class of claims could not be proved against the fund and referring all other claims to the commissioner for proof. La Bourgogne, 210 U. S. 95, 112, 52 L. ed. 973, 982; S. C., C. C. A. 144 Fed. 781.

33 Meagher v. Minnesota Threshing Mfg. Co., 145 U. S. 608, 36 L. ed. 834.

34 Brush El. Co. v. El. Improvement Co., 51 Fed. 557, 2 C. C. A. 373.

35 26 St. at L. 826; 31 St. at L. 660; 34 St. at L. 116; *supra*, §§ 300, 325.

36 Smith v. Vulcan Iron Works, 165 U. S. 518, 41 L. ed. 810. *Re* Tampa Surburban R. Co., 168 U. S. 583, 42 L. ed. 589; Harriman v. Northern Securities Co., 196 U. S. 641, 49 L. ed. 631; *supra*, § 300. See Shubert v. Woodward (C. C. A.), 167 Fed. 47.

37 *Ex parte* National Enamelling & Stamping Co., 201 U. S. 156, 50 L. ed. 707.

38 Kirwan v. Murphy, 170 U. S. 205, 42 L. ed. 1009.

39 Brown v. Swann, 9 Peters, 1 9 L. ed. 29; Barnard v. Gibson, 7 How. 650, 12 L. ed. 857; Beebe v. Russell, 19 How. 283, 15 L. ed. 668; McGourkey v. Toledo & Ohio Central Ry. Co., 146 U. S. 536, 36 L. ed. 1079.

although it is entered after a hearing and makes the injunction permanent provided that it directs an accounting before a master;[40] or, it has been held, when it retains the case for the purpose of settling any question concerning matters as to which relief is prayed in the complaint that may arise before the expiration of the existing articles of incorporation of the complainant;[41] but the decision of the Circuit Court of Appeals in all such cases may be reviewed by the Supreme Court by *certiorari*,[42] and the Circuit Court of Appeals may certify to the Supreme Court any question involved upon said appeal, even one of jurisdiction.[43]

It has been held that an order which is purely administrative in its nature, such as an order granting leave to sue a receiver,[44] and an order which is purely incidental to a final judgment or decree previously entered, such as an order after a judgment or decree for possession directing the issue of a writ of *habere facias possessionem*,[45] an order granting leave to file a bill of exceptions,[46] and an order of the lower court pending an appeal, directing a reference to ascertain whether a tenant should pay rent to the defendant or to a receiver previously appointed,[47] are not appealable. It has been held that no appeal will lie from an order striking from the files a petition filed without leave at the previous term, although the same bears the file mark of the clerk.[48]

Where, in pursuance of a special act of Congress, the Court

[40] *Ibid.*

[41] Covington v. First Nat. Bank, 185 U. S. 270, 46 L. ed. 906.

No appeal can be taken from a decree staying proceedings till the entry of a decree of a State court or the further order of the Federal court. Merriman v. Chicago & E. I. Co. (C. C. A.), 64 Fed. 535.

[42] Harriman v. Northern Securities Co., 196 U. S. 641, 49 L. ed. 631; *supra*, § 689.

[43] *Re* Tampa Suburban R. Co., 168 U. S. 583, 42 L. ed. 589 (a receiver). Brown v. Swann, 9 Pet. 1, 9 L. ed. 29; McCollum v. Eager, 2 How. 61, 11 L. ed. 179; Thomas & Co. v. Wooldridge, 23 Wall. 283, 23 L. ed. 135 (an order dissolving an injunction); Hayes v. Fischer, 102 U. S. 121, 26 L. ed. 95.

[44] N. Y. Security & Tr. Co. v. Illinois Transfer R. Co. (C. C. A.), 104 Fed. 710. *Cf.* Mercantile Tr. Co. v. Farmers' L. & Tr. Co. (C. C. A.), 81 Fed. 254.

[45] Callan v. May, 2 Black, 541, 17 L. ed. 281.

[46] Honey v. Chicago, B. & Q. R. Co. (C. C. A.), 82 Fed. 773.

[47] Grant v. Phoenix Life Ins. Co., 121 U. S. 118.

[48] Born v. Schneider, 128 Fed. 179.

of Claims reopened a case in which judgment had been rendered for the claimant, and, as a part of the original judgment, awarded him a further sum, which had been omitted by mistake, the order adjudging the additional sum was held to be merged in the original judgment, an appeal from which was barred by the lapse of time, and consequently to be not appealable.[49] A judgment of the Court of Claims which is purely advisory is not appealable.[50]

§ 696. Value of the matter in dispute upon writs of error and appeals. The final judgments and decrees of the State courts are reviewed by the Supreme Court;[1] the final judgments and decrees of the District Courts, including the District Court of Hawaii[2] except those in bankruptcy;[3] and of the Court of Appeals of the District of Columbia,[4] are reviewed, by the Supreme Court and the Circuit Courts of Appeals; the interlocutory orders of the District Courts including the District Court of Hawaii[5] appointing receivers and granting, or continuing, or dissolving, or refusing, or refusing to dissolve injunctions, and the judgments of the District Courts adjudging and refusing to adjudge the defendants bankrupts and granting or denying a discharge, are reviewed by the Circuit Courts of Appeals; in the respective cases of which these appellate courts have jurisdiction,[6] without regard to the amount involved; except in cases to recover claims against the United States, when the claimant canont appeal unless his claim exceeds one thousand dollars or has been forfeited to the United States for fraud.[7] The judgments of the District Courts in bankruptcy which allow or reject a claim of five hundred dol-

[49] U. S. v. Grant, 110 U. S. 225, 28 L. ed. 127;

[50] *Re* Sanborn, 148 U. S. 222, 37 L. ed. 429, *supra*, § 688.

§ 696. [1] Jud. Code, § 237 re-enacting U. S. R. S. § 709; Buel v. Van Ness, 8 Wheat. 312, 5 L. ed. 624; *supra*, § 693.

[2] Jud. Code, §§ 128, 238, re-enacting 26 St. at L. 826, 827, §§ 5, 6; No. Pac. R. Co. v. Amato, 144 U. S. 465, 36 L. ed. 506; S. C. (C. C. A.), 49 Fed. 881; The Paquete Habana, 175 U. S. 677, 44 L. ed. 320.

[3] 30 St. at L. 544, 553, § 25; *supra* §§ 669, 688.

[4] Jud. Code, § 250, 36 St. at L. 1087. See *supra*, 691.

[5] Jud. Code, § 129, 36 St. at L. 1087, re-enacting 26 St. at L. 828, § 7; 31 St. at L. 158, § 86; Wright v. MacFarlane & Co. (C. C. A.), 122 Fed. 770. See §§ 300, 325, *supra*.

[6] 30 St. at L. 544, 553, § 25; *supra*, § 666.

[7] Reid v. U. S., 211 U. S. 529, 53 L. ed. 313.

lars or over are reviewed by the Circuit Courts of Appeals.[8] The final judgments of the Circuit Courts of Appeals, allowing or rejecting a claim in bankruptcy, are reviewed by the Supreme Court, irrespective of the amount involved, whenever a Justice of the Supreme Court certifies that in his opinion the determination of the question or questions involved in the rejection or allowance of the claim is essential to a uniform construction of the bankruptcy law throughout the United States;[9] and where the amount in controversy exceeds the sum of two thousand dollars and the question involved is one which might have been taken on appeal or writ of error from the highest court of a State to the Supreme Court of the United States.[10] The final judgments and decrees of the Circuit Courts of Appeals in all other cases, where the decisions of these courts are not final, may be reviewed by the Supreme Court of the United States by appeal or writ of error, as the case may be, where the matter in controversy exceeds one thousand dollars besides costs.[11] The judgments and decrees of those courts when final may be reviewed by the Supreme Court by *certiorari*, irrespective of the amount involved.[12] The final judgments and decrees of the District Court for the District of Alaska, or for any division thereof, are reviewed immediately by the Supreme Court of the United States irrespective of the amount involved in cases in which such court has otherwise jurisdiction.[13] In all other civil cases in which the amount involved or the value of the subject matter in controversy exceeds five hundred dollars, and in all criminal cases, they are reviewed by the United States Circuit Court of Appeals for the Ninth Circuit.[14] The judgments and decrees of the Supreme Court and the District Court of Porto Rico, are reviewed by the Supreme Court of the United States, in the cases of which it has otherwise jurisdiction, irrespective of the amount involved, whenever there is involved the validity of any patent or copyright, or there is drawn in question the validity of a treaty, or a statute of, or an authority exercised under, the United States; and in other cases of which the

[8] 30 St. at L. 544, 553, § 25; *supra*, § 666.

[9] *Ibid.*

[10] *Ibid.*

[11] 26 St. at L. 826, 829, § 6.

[12] *Ibid.*; *supra*, § 689.

[13] Jud. Code, § 247, 36 St. at L. 1087, see *supra*, § 691.

[14] Ibid., § 134. See *supra*, § 691.

Supreme Court has otherwise jurisdiction where the value of the matter in dispute, exclusive of costs, exceeds the sum or value of five thousand dollars, which should be ascertained by the oath of any party or other competent witness.[15] The final judgments and decrees of the Supreme Court of the Philippines are reviewed by the Supreme Court of the United States where the Constitution, or any statute, treaty, title, right or privilege of the United States is involved, or in cases in which the value in controversy exceeds twenty-five thousand dollars, or in which the title or decision of real estate, exceeding in value the sum of twenty-five thousand dollars, to be ascertained by the testimony of either party or of other competent witnesses, is involved or brought in question.[16] Upon such an appeal from the Supreme Court of the Philippines, where alimony or a share in community property in excess of the jurisdictional amount is claimed or allowed, all other questions in the case, including the right to a divorce or separation, will be reviewed.[17] The judgments of the Court of Claims may be reviewed by appeal on behalf of the plaintiff, in case of a suit on a claim against the United States, where the amount in controversy exceeded three thousand dollars or his claim was forfeited to the United States for fraud, and on behalf of the United States in all cases decided adversely to them.[18]

Where the right to an appeal or writ of error depends on the value of the matter in dispute, such value must be estimable in money. Consequently, in such cases, where the matter in dispute is the right to personal liberty or the right to the custody of a child, by *habeas corpus* or otherwise,[19] the right to a divorce

[15] Ibid., § 244, re-enacting 31 St. at L. 85, § 35; Maricopa & P. R. Co. v. Territory of Arizona, 156 U. S. 347, 39 L. ed. 447; Springville City v. Thomas, 166 U. S. 707, 41 L. ed. 1172. *Supra*, § 692.

[16] 32 St. at L. 691, 695, § 10; De La Rama v. De La Rama, 201 U. S. 303, 50 L. ed. 765. *Cf. supra*, § 692.

[17] De La Rama v. De La Rama, 201 U. S. 303, 50 L. ed. 765.

[18] Jud. Code, § 242, 36 Stat. at L. 1087, re-enacting U. S. R. S., § 707; 24 St. at L. 506, § 9; *supra*, § 686.

[19] Lee v. Lee, 8 Pet. 44, 8 L. ed. 860; Pratt v. Fitzhugh, 1 Black, 271, 17 L. ed. 206; Barry v. Mercein, 5 How. 103, 12 L. ed. 70; Lau Ow Bew v. U. S., 144 U. S. 47, 36 L. ed. 340; Perrine v. Slack, 164 U. S. 452, 41 L. ed. 510; Cross v. Burke, 146 U. S. 82, 36 L. ed. 896; Thompson v. Thompson, 226 U. S. 551, 57 L. ed. —.

in which no alimony is sought or granted,[20] the right to the issue of a patent,[21] or the registration of a trademark,[22]—no appeal or writ of error can be maintained.

The value of the matter in dispute at the time of the entry of the judgment is alone to be considered,[23] including interest accrued before judgment and therein included.[24] No interest subsequently accrued;[25] nor, it has been held, in cases from Porto Rico, previously accrued when provided for in the judgment, but

[20] Simms v. Simms, 175 U. S. 162, 166, 44 L. ed. 115, 116. Where the decree directed the payment of alimony, the value of the matter in dispute was estimated by a consideration of the expectancy of life of the wife. Thompson v. Thompson, 226 U. S. 551, 560, 57 L. ed. —.

[21] Durham v. Seymour, 161 U. S. 235, 40 L. ed. 682.

[22] South Carolina v. Seymour, 153 U. S. 353, 38 L. ed. 742.

[23] Huntington v. Saunders, 163 U. S. 319, 41 L. ed. 174. So held of the right to a county seat. Smith v. Adams, 130 U. S. 167, 32 L. ed. 895. A county clerk who is not shown to be a taxpayer has no pecuniary interest in the assessment of property there for taxation. Caffrey v. Oklahoma Territory, 177 U. S. 346, 44 L. ed. 799. See also Cameron v. U. S., 146 U. S. 533, 36 L. ed. 1077.

[24] Bank of U. S. v. Daniel, 12 Peters, 32, 9 L. ed. 989; Walker v. U. S., 4 Wall. 163, 18 L. ed. 319.

[25] Quebec S. S. Co. v. Merchant, 133 U. S. 375, 33 L. ed. 656; Keller v. Ashford, 133 U. S. 610, 33 L. ed. 667. Mass. Ben. L. Ass'n v. Miles, 137 U. S. 689, 33 L. ed. 667. But not interest added by an *ex parte* amendment of the judgment on the defendant's motion. No. Pac. R. Co. v. Booth, 152 U. S. 671, 38 L. ed. 591. As to the method of calculating the interest when there have been payments on account of the principal, see Woodward v. Jewell, 140 U. S. 247, 35 L. ed. 478. As to the plaintiff's right to reduce the judgment by filing a *remittitur* of part of the verdict, and thus prevent an appeal, see *supra*, § 480. Where part of the judgment had been paid it was held that the balance, not the original amount, was the matter in dispute. Thorp v. Bonnifield, 177 U. S. 15, 44 L. ed. 652. So where part of the amount of the judgment was not disputed below. Wabash, St. L. & P. Ry. Co. v. Knox, 110 U. S. 304, 28 L. ed. 155; Cox v. Western L. & C. Co., 123 U. S. 375, 31 L. ed. 178. It has been held that the plaintiff cannot, by excepting to the allowance of part of the damages awarded to him and to the refusal by the trial court to permit a *remittitur*, when he brings a writ of error to correct this alleged error, obtain a dismissal of defendant's writ of error upon the ground that the actual value of the matter in dispute is less than the jurisdictional amount. Balt. & O. R. Co. v. Griffith, 159 U. S. 603, 40 L. ed. 274. Upon appeal from a decree or writ of error to the judgment of an appellate court affirming the decree or judgment of a court below, where such judgment or decree of affirmance expressly includes interest from a time antecedent to its entry

not included in the same;[26] nor right claimed at the outset of the suit but abandoned before the judgment was entered, can be taken into consideration.[27] Where a defendant's counter-claim has been dismissed and judgment rendered for the plaintiff, the amount of the counter-claim added to the amount of the plaintiff's recovery is the value of the matter in dispute,[28] unless the bill of exceptions shows that on the trial the defendant abandoned all or a part of his counter-claim;[29] or the counter-claim does not inject a new element of value into the case.[30] Where the matter set up in the cross-bill is directly responsive to the averments in the original bill, and is directly connected with the transactions therein set forth as the gravamen of the plaintiff's case, the amount claimed in the cross-bill may be considered in determining the jurisdiction on appeal from a decree upon both bills.[31] The probative force of the judgment, and its effect as an estoppel in a subsequent suit between the same parties to recover a larger amount, as in the case of a judgment in a suit to collect a coupon, cannot be considered as adding to the value of the matter in dispute.[32] As a general rule, where judgment

and the interest is a part of the claim litigated, the interest is included in the computation of the value of the matter in dispute. Zeckendorf v. Johnson, 123 U. S. 617, 31 L. ed. 277; The Patapsco, 12 Wall. 451, 20 L. ed. 457; The Rio Grande, 19 Wall. 178, 22 L. ed. 60. See Keller v. Ashford, 133 U. S. 610, 617, 33 L. ed. 667, 671; Woodward v. Jewell, 140 U. S. 257, 258, 35 L. ed. 464, 465. If the judgment of affirmance is silent, as to interest, interest is not included in the computation. Railroad Co. v. Trook, 100 U. S. 112; District of Columbia v. Gannon, 130 U. S. 227, 32 L. ed. 922.

26 Walker v. U. S., 4 Wall. 163, 18 L. ed. 319; Knapp v. Banks, 2 How. 73, 11 L. ed. 184; W. U. T. Co. v. Rogers, 93 U. S. 565, 23 L. ed. 977; Thompson v. Butler, 95 U. S. 694, 24 L. ed. 540.

27 Ortega v. Lara, 202 U. S. 339, 50 L. ed. 1055.

28 Dushane v. Benedict, 120 U. S. 630, 30 L. ed. 810; Block v. Darling, 140 U. S. 234, 35 L. ed. 476; Buskstaff v. Russell, 151 U. S. 626, 38 L. ed. 292; Clark v. Sibway, 142 U. S. 682, 35 L. ed. 1157; Sire v. Ellithorpe A. B. Co., 137 U. S. 579, 34 L. ed. 801; Harten v. Löffler, 212 U. S. 397, 53 L. ed. 568.

29 Bradstreet Co. v. Higgins, 112 U. S. 227, 28 L. ed. 715.

30 Martinez v. International Banking Corporation, 220 U. S. 214, 55 L. ed. 438.

31 Lovell v. Cragin, 136 U. S. 130, 141, 34 L. ed. 372, 375.

32 Elgin v. Marshall, 106 U. S. 578, 580, 27 L. ed. 249, 250; Bruce v. Manchester & K. R. Co., 117 U. S. 514, 29 L. ed. 990; Clay Center v. Farmers' L. & Tr. Co., 145 U. S. 224, 36 L. ed. 685; Reid v. U. S., 211 U. S. 529, 53 L. ed. 313 *Cf.*

is for the defendant, the amount of the plaintiff's claims is the value of the matter in dispute; but this rule is subject to the qualification that the demand shall clearly appear to have been made in good faith for such amount.[33] Where the object of a suit is to apply property worth more, to the payment of a debt worth less, than the jurisdictional amount, the amount of the debt, not the value of the property, is the test of jurisdiction.[34] In a suit to establish the right to an office, the aggregate amount of the salary for the unexpired term claimed by the plaintiff in error is the value of the matter in dispute.[35] In a suit to remove a trustee, the value of the matter in dispute is the value of the

Richardson v. Green, 130 U. S. 104, 32 L. ed. 1872; Wallach v. Rudolph, 217 U. S. 561, 54 L. ed. 883. See § 6, *supra*. Where the application was for a judgment directing the continuous levy of taxes on plaintiff's judgment for a series of years, it was held that the correct amount of the judgment measured the value of the matter in dispute. Beadles v. Smyser, 209 U. S. 393, 399, 52 L. ed. 849, 852. Where separate actions for a penalty were properly consolidated and the Circuit Court of Appeals had reversed a judgment for an inadequate penalty and directed judgment below in accordance with its opinion, it was held that the correct amount of possible penalties in all the actions consolidated was the measure of the matter in dispute. Baltimore & O. Southwestern R. R. Co. v. U. S., 220 U. S. 94, 55 L. ed. 384.

[33] If, for instance, a greater amount than $5,000 was claimed in the *ad damnum* clause of the declaration, and the bill of particulars showed the actual claim to be less, the latter would be the value of the matter in dispute. Gorman v. Havird, 141 U. S. 206, 207, 35 L. ed. 717, 718, per Brown, J. So in an action for trespass on land worth $1,800, by the levy upon the same of an execution for less than $30, when there was no allegation of special damage, and it appeared that the plaintiff had released the levy by paying the amount of the execution, although spite was alleged, and the damages laid at $6,000, the court held that the matter in dispute was less than $5,000. Magruder v. Armes, 180 U. S. 496, 45 L. ed. 638. See Bradstreet Co. v. Higgins, 112 U. S. 227, 28 L. ed. 715; and *supra*, § 6.

[34] Gibson v. Shufeldt, 122 U. S. 27, 29, 30 L. ed. 1083, 1084, per Gray, J.; Peyton v. Robertson, 9 Wheat. 527, 6 L. ed. 151; Farmers' Bank of Alexandria v. Hooff, 7 Pet. 168, 8 L. ed. 646; Ross v. Prentiss, 3 How. 771, 11 L. ed. 824.

[35] U. S. v. Addison, 22 How. 174, 16 L. ed. 304; Smith v. Whitney, 116 U. S. 167, 29 L. ed. 601; Handley v. Stutz, 137 U. S. 366, 34 L. ed. 706. See N. E. Mtge. Security Co. v. Gay, 145 U. S. 123, 36 L. ed. 646; U. S. v. Wanamaker, 147 U. S. 149, 37 L. ed. 118. A sum claimed for disbursements not alleged to have been made by the plaintiff is not included. Gorman v. Havird, 141 U. S. 206, 35 L. ed. 717.

trust estate, not the value of the trustee's commissions or other compensation.[36] In a suit to recover land the value of the interest in the same claimed by the plaintiff is that of the matter in dispute.[37] In a suit for an injunction, the value of the object sought to be gained by the bill, not the amount of the plaintiff's damages, is ordinarily the value of the matter in dispute.[38] Where alternative relief was sought and both alternatives denied

[36] Kenaday v. Edwards, 134 U. S. 117, 33 L. ed. 853. But see Caffrey v. Territory of Oklahoma, 177 U. S. 316, 44 L. ed. 799.

[37] Green v. Fisk, 154 U. S. 668, and 26 L. ed. 486; Vicksburg, S. & P. R. Co. v. Smith, 135 U. S. 195; 34 L. ed. 95; Black v. Jackson, 177 U. S. 349, 44 L. ed. 801; Cameron v. U. S., 146 U. S. 533, 36 L. ed. 1077. In a suit to recover the possession of leasehold premises, the amount expended by the lessee in the improvement of the premises may be considered in estimating the value of the matter in dispute Harris v. Barber, 129 U. S. 366, 32 L. ed. 697. In a proceeding to recover summary possession of mortgaged property held by a tenant of the mortgagor, the value of the defendant's leasehold, not that of the land, was held to be that of the matter in dispute. Willis v. Eastern Tr. & B. Co., 167 U. S. 76, 42 L. ed. 83. Where the plaintiff sought to review a judgment giving it possession of land upon the payment of money which was awarded to the defendant, the latter sum, not the value of the land, was the value of the matter in dispute. Pittsburg L. & C. Works v. State Nat. Bank, 154 U. S. 626, and 24 L. ed. 270. In a suit of trespass *quare clausum fregit* and *de bonis asportatis*, the amount of the judgment for the value of ore taken from the land was the value of the matter in dispute, not the value of the land, where neither party set up title, although the judgment might collaterally affect the title. N. J. Zinc Co. v. Trotter, 108 U. S. 564, 27 L. ed. 828.

[38] Miss. & Mo. R. Co. v. Ward, 2 Black, 485, 17 L. ed. 311; Market Co. v. Hoffman, 101 U. S. 112, 25 L. ed. 782. In a suit to enjoin the issue of municipal bonds, the jurisdictional amount is not the amount of the whole issue sought to be enjoined, but the amount of taxes which the complainant would be compelled to pay for interest and a sinking fund. El Paso Water Co. v. El Paso, 152 U. S. 157, 38 L. ed. 396; Colvin v. Jacksonville, 158 U. S. 456, 39 L. ed. 1053. *Cf.* Elliott v. Sackett, 108 U. S. 132, 27 L. ed. 678. In a suit to enjoin an association of railway companies from enforcing a joint agreement in violation of the interstate commerce law, allegations that the daily interstate shipments thereunder exceeded in value $1,000, and that free competition would cause great losses and possibly financial ruin to the defendants, were held to be sufficient to show that the value of the matter in dispute exceeded $1,000. U. S. v. Trans-Missouri Freight Ass'n, 166 U. S. 290, 41 L. ed. 1007. But see El Paso Water Co. v. El Paso, 152 U. S. 157, 38 L. ed. 396.

below, if the matter in dispute as to either exceeds the statutory amount, jurisdiction of the appeal will be sustained.[39] In a suit to compel an executor to account for certain assets, the value of plaintiff's interest in such assets, not the value of the assets, is that of the matter in dispute.[40] Where a number of plaintiffs claiming under the same title and having a common interest in the relief sought, unite in a suit, the adverse party having no interest in the apportionment or distribution of the amount recovered among them, their united interests constitute the matter in dispute.[41] Where a suit is brought by one for himself and all others jointly interested, the aggregate interest of those who join with him, not that of the whole class, constitutes the disputed matter.[42] Where several persons join in one suit to assert separate and distinct interests, and these interests alone are in dispute, their interests upon appeal are considered separately, and the amount of the interest of each is the limit of the appellate jurisdiction, even when they sue in behalf of themselves and all others similarly interested.[43] Distinct judg-

39 Shappirio v. Goldberg, 192 U. S. 232, 48 L. ed. 419.

40 Miller v. Clark, 138 U. S. 223, 34 L. ed. 966. So held of a suit by a judgment creditor to set aside an insolvent assignment and for an accounting. Hollander v. Fechheimer, 162 U. S. 326, 40 L. ed. 985.

41 Gibson v. Shufeldt, 122 U. S. 27, 30, 30 L. ed. 1083, 1084, per Gray, J.; Estes v. Gunter, 121 U. S. 183, 30 L. ed. 884; Shields v. Thomas, 17 How. 3, 15 L. ed. 93; Market Co. v. Hoffman, 101 U. S. 112, 25 L. ed. 782; Davies v. Corbin, 112 U. S. 36, 28 L. ed. 627; Friend v. Wise, 111 U. S. 797, 28 L. ed. 602. So held of an action to recover damages for causing death where the damages were divided among several next of kin. Texas & Pac. Ry. Co. v. Gentry, 163 U. S. 353, 41 L. ed. 186. So held of a judgment against several defendants jointly for the possession of several parcels of land. Friend v. Wise, 111 U. S. 797, 28 L. ed. 602. But see Chamberlain v. Browning, 177 U. S. 605, 44 L. ed. 906.

42 Bruce v. Manchester & K. R. Co., 117 U. S. 514, 516, 29 L. ed. 990, 991; Handley v. Stutz, 137 U. S. 366, 34 L. ed. 706. But see Union Bank of Chicago v. Kansas City Bank, 136 U. S. 223, 34 L. ed. 341; Tupino v. La Compania General de Tabacos de Filipinas, 214 U. S. 268, 53 L. ed. 992.

43 Gibson v. Shufeldt, 122 U. S. 27, 34, 30 L. ed. 1083, 1086, per Gray, J.; Seaver v. Bigelows, 5 Wall. 208, 18 L. ed. 595; Russell v. Stansell, 105 U. S. 303, 26 L. ed. 989; Chatfield v. Boyle, 105 U. S. 231, 26 L. ed. 944; Adams v. Crittenden, 106 U. S. 576, 27 L. ed. 99; Schwed v. Smith, 106 U. S. 188, 27 L. ed. 156; F. L. & Tr. Co. v. Waterman, 106 U. S. 265, 27 L. ed. 115; Hassall v. Wilcox, 115 U. S. 598,

ments in favor of or against separate parties, although in the same record, cannot be joined when determining the jurisdiction.[44] Where a man obtained a decree for the payment of two sums of money to him by the same persons, one to be retained by him for his own benefit, the other to be held by him as trustee for others, the aggregate of the two sums was held to be the value of the matter in dispute.[45] When there is an appeal of which the court has jurisdiction and which opens the whole case, a cross-appeal which involves less than the jurisdictional amount may also be entertained.[46] Where the value of the matter in dispute does not appear upon the record, affidavits upon this point may be filed either in the inferior court or in the supreme appellate court.[47] When filed in the inferior court

29 L. ed. 504; Fourth Nat. Bank v. Stout, 113 U. S. 684, 28 L. ed. 1152; Stewart v. Dunham, 115 U. S. 61, 29 L. ed. 329; Paving Co. v. Mulford, 100 U. S. 147, 25 L. ed. 591; *Ex parte* Phœnix Ins. Co., 117 U. S. 367, 29 L. ed. 923; Wheeler v. Cloyd, 134 U. S. 537, 33 L. ed. 1008; Union Bank of Chicago v. Kansas City Bank, 136 U. S. 223, 34 L. ed. 341; Smith M. P. Co. v. McGroarty, 136 U. S. 237, 34 L. ed. 346; Clay v. Field, 138 U. S. 464, 479, 480, 34 L. ed. 1044, 1049, per Mr. Justice Bradley: "The general principle observed in all cases is that if several persons be joined in a suit in equity or admiralty, and have a common and undivided interest, though separable as between themselves, the amount of their joint claim or liability will be the test of jurisdiction; but where their interests are distinct, and they are joined for the sake of convenience only, and because they form a class of parties whose rights or liabilities arose out of the same transaction, or have relation to a common fund or mass of property sought to be administered, such distinct demands or liabilities cannot be aggregated together for the purpose of giving this court jurisdiction by appeal, but each must stand or fall by itself alone." *Supra*, § 17.

44 Tupino v. La Compania General de Tabacos de Filipinas, 214 U. S. 268. Where different claimants obtain a decree in their favor for sums to be paid separately to each of them, the largest amount thus decreed is the value of the matter in dispute. *Ex parte* Baltimore & O. R. Co., 106 U. S. 5, 27 L. ed. 78; The Nevada, 106 U. S. 154, 27 L. ed. 149.

45 The Propeller Burlington, 137 U. S. 386, 390, 34 L. ed. 731, 732. See Hawley v. U. S., 108 U. S. 543, 27 L. ed. 820.

46 Walsh v. Meyer, 111 U. S. 31, 28 L. ed. 338; U. S. v. Mosby, 133 U. S. 273, 33 L. ed. 625.

47 Wilson v. Blair, 119 U. S. 387, 30 L. ed. 441; Street v. Ferry, 119 U. S. 385, 30 L. ed. 439; Gilbson v. Shufeldt, 122 U. S. 27, 30 L. ed. 1083; Ronra v. Government of the Philippine Island, 218 U. S. 386, 54 L. ed. 1080. For a case where the affidavits were held not to be sufficient, see Enriquez v. Enriquez, 222 U. S. 127, 56 L. ed. 124.

they must be sent with the record.[48] The burden of proof is upon the plaintiff in error or appellant.[49] A finding or a statement upon the subject in an order of the court below is given great weight,[50] but is not conclusive.

§ 697. Parties to writs of error and appeals. All parties on the record who are injuriously affected by a final judgment or decree may appeal or sue out a writ of error. An intervenor has the right of appeal from a final decree, judgment, or order by which he is injuriously affected.[1] A person injuriously affected by a decision may be allowed to intervene for the purpose of taking an appeal or writ of error; even to review an application for a mandamus.[2] A purchaser at a foreclosure sale has a right to appeal from an order by which he is injuriously affected.[3] The cases in which a receiver can appeal have been

[48] Wilson v. Blair, 119 U. S. 387, 30 L. ed. 441; Davie v. Heyward, 33 Fed. 93; Rector v. Lipscomb, 141 U. S. 557, 35 L. ed. 857.

[49] Johnson v. Wilkins, 116 U. S. 392, 29 L. ed. 671; Wilson v. Blair, 119 U. S. 387, 30 L. ed. 441.

[50] Gage v. Pumpelly, 108 U. S. 164; 27 L. ed. 668; Potts v. Hollon, 177 U. S. 365, 44 L. ed. 808; Red River Cattle Co. v. Needham, 137 U. S. 632, 34 L. ed. 799. It seems that where such a finding or order was made upon conflicting affidavits below, new affidavits cannot be filed in the Supreme Courts. *Ibid. Cf.* Moelle v. Sherwood, 148 U. S. 21, 37 L. ed. 350.

§ 697. [1] *Ex parte* Jordan, 94 U. S. 248, 24 L. ed. 123; Krippendorf v. Hyde, 110 U. S. 276, 28 L. ed. 145; Williams v. Morgan, 111 U. S. 684, 28 L. ed. 559; Hassall v. Wilcox, 115 U. S. 598, 29 L. ed. 504; Savannah v. Jessup, 106 U. S. 563, 27 L. ed. 276; Tuttle v. Claflin, C. C. A., 88 Fed. 122; *Re* Michigan Cent. R. Co., C. C. A., 124 Fed. 727. The right to appeal from an order denying the right to intervene is discussed *supra*, § 259; *Ex parte* Cutting, 94 U. S. 14, 24 L. ed. 49; Buel v. Farmers' L. & Tr. Co., C. C. A., 104 Fed. 839; Reid v. Judges of Circuit Court, C. C. A. 175 Fed. 774. A State which has refused to intervene in, or to become a party to, a suit affecting property in which it claims an interest cannot appeal. Georgia v. Jesup, 106 U. S. 458, 27 L. ed. 216; South Carolina v. Wesley, 155 U. S. 542.

A party does not lose his right to review an order because proceedings are pending against him for contempt in disobedience to the same. Exploration Mercantile Co. v. Pacific H. & S. Co., C. C. A. 177 Fed. 825. *Cf.* § 251 *supra*.

[2] *Ex parte* First Nat. Bank of Chicago, 207 U. S. 61, 65, 52 L. ed. 103, 105.

[3] He can appeal from an order refusing to confirm the sale or setting it aside. Magann v. Segal (C. C. A.), 92 Fed. 252. See Davis v. Mercantile Tr. Co., 152 U. S. 590, 38 L. ed. 563. Thus, when

hereinbefore described.[4] A party to a suit may appeal from a final order or decree by which his application to compel a receiver to account for or pay over money or deliver property to him has been denied; and the receiver is a proper party respondent to such an appeal.[5] It seems that a purchaser of the rights of a party injuriously affected may take an appeal.[6] Persons who have contributed to the expense of a defense, although not parties, were allowed to appeal in the name of the nominal defendants without the formal consent of the latter when the decree had weight as a precedent against them.[7] An indemnitor vouched in to defend a suit has been allowed to sue out a writ of error.[8] Where an alien had been discharged from extradi-

not concluded by the terms of the sale, or of the order or decree under which the sale was made, he may appeal from a subsequent final order or decree which determines in what securities, if of diverse value, his bid shall be made good, Kneeland v. Am. L. & Tr. Co., 136 U. S. 89, 95, 34 L. ed. 379, 382; or the amount of compensation for trustees or others, Williams v. Morgan, 111 U. S. 684, 28 L. ed. 559; or the validity and amount of claims by intervenors or others, which he has agreed to pay before the amount was adjusted. Kneeland v. Am. L. & Tr. Co., 136 U. S. 89, 95, 3 L. ed. 379, 382; Louisville, E. & St. L. R. Co. v. Wilson, 138 U. S. 501, 505, 34 L. ed. 1023, 1025. He should be made a party to an appeal from an order affecting his bid or denying a motion to set aside the sale. Davis v. Mercantile Tr. Co., 152 U. S. 590, 38 L. ed. 563. A purchaser cannot appeal from a decree establishing the validity of a receivers' certificates, or other claims, which he has agreed to pay without reserving the right to contest their validity. Swann v. Wright's Ex'r, 110 U. S. 590, 28 L. ed. 252; *supra*, § 243. A Circuit Court of Appeals refused to take judicial notice of the fact that an appellant who called himself a "purchasing trustee" had bought the property when the transcript did not show it. Fitzgerald v. Evans (C. C. A.), 49 Fed. 426; *supra*, § 329.

[4] *Supra*, §§ 311, 325. See Rust v. United Waterworks Co. (C. C. A.), 70 Fed. 129.

[5] Hovey v. McDonald, 109 U. S. 150, 155, 27 L. ed. 888, 889. A claimant who has been granted leave to file a petition for the surrender of the property has such a right of appeal. Dexter Horton Nat. Bank v. Hawkins, C. C. A. 190 Fed. 924.

[6] Andrews v. Ill. Nat. Foundry & P. Works (C. C. A.), 36 L.R.A. 139, 76 Fed. 166; s. c. (C. C. A.), 36 L.R.A. 153, 77 Fed. 774. As to a substituted receiver's rights, see Bowden v. Johnson, 107 U. S. 251, 27 L. ed. 386.

[7] Andrews v. Thum (C. C. A.), 64 Fed. 149; s. c. (C. C. A.), 67 Fed. 91; *Cf.* Hunt v. Oliver, 109 U. S. 177, 27 L. ed. 897.

[8] Robb v. Security Trust Co. (C. C. A.), 121 Fed. 460.

tion by the writ of *habeas corpus*, the consul of the government that sought the extradition was allowed to take an appeal.[9] Otherwise no one but a party to the record has the right to an appeal or a writ of error.[10] And a party cannot appeal from a decree or judgment which does not injuriously affect him.[11] An appeal or writ of error cannot be maintained in the name of a vessel; it must be in the name of a person interested in the vessel.[12] The friends of a party who is imprisoned cannot sue out a writ of error in his name without his authority;[13] but an appeal from an order upon a writ of *habeas corpus* remanding a prisoner who is charged with lunacy may be taken by his next

[9] Ornelas v. Ruiz, 161 U. S. 502, 507, 40 L. ed. 787, 789.

[10] Bayard v. Lombard, 9 How. 530, 13 L. ed. 245; Payne v. Niles, 20 How. 219, 15 L. ed. 895; *Ex parte* Cockcroft, 104 U. S. 578, 26 L. ed. 856; Guion v. Liverpool, L. & G. Ins. Co., 109 U. S. 173, 27 L. ed. 895; Indiana S. R. Co. v. Liverpool, L. & G. Ins. Co., 109 U. S. 168, 27 L. ed. 895; Georgia v. Jesup, 106 U. S. 458, 27 L. ed. 216; South Carolina v. Wesley, 155 U. S. 542, 39 L. ed. 254.

[11] Crawshay v. Soutter, 6 Wall. 739, 18 L. ed. 845; Brigham City v. Toltec Ranch Co. (C. C. A.), 101 Fed. 85; Tyler v. Judges of the Court of Registration, 179 U. S. 405, 45 L. ed. 252; Lampasas v. Bell, 180 U. S. 276, 45 L. ed. 527; New Orleans v. Einsheimer, 181 U. S. 153, 45 L. ed. 794. Northern Union Gas Co. v. Mayer, C. C. A. 174 Fed. 817, holding that a city had no right to appeals from an order directing the master, upon the filing of a bond by the complainant, to repay to it the deposits of excessive fees collected from customers in return for a bond. But see San Francisco Gas & El. Co. v. City and County of San Francisco, 164 Fed. 884, 887; *supra*, § 113. It was further held that the gas company, having no legal right to the money, could not complain because of the omission from the order of a clause which it requested. A plaintiff may sue out a writ of error to reverse a judgment in his favor, because he contends that he should have recovered more. U. S. v. Dashiel, 3 Wall. 688, 18 L. ed. 268. A public officer of a State cannot sue out a writ of error to review the judgment of a State court directing him to obey a statute, which he claims to be unconstitutional, but by which he is not injuriously affected. Smith v. Indiana, 191 U. S. 138, 48 L. ed. 125 (where a county auditor was a plaintiff in error and the statute directed a certain exemption from the assessed valuation of real estate). No writ of error will lie to a dismissal of an indictment, although the accused claims the right to a speedy trial of the charge. Lewis v. U. S., 216 U. S. 611, 54 L. ed. 637.

[12] The Burns, 9 Wall. 237, 19 L. ed. 620.

[13] *Ex parte* Dorr, 3 How. 103, 11 L. ed. 514.

friend.[14] An appeal taken by a district attorney without the authority of the Attorney-General will be sustained, if subsequently ratified by the latter.[15] All parties against whom a joint judgment or joint decree is entered, even those who have defaulted below,[16] must join in the writ of error or appeal, unless one or more, when asked, refuse so to do, and such request and refusal appear upon the record.[17] There are two reasons for this: that the successful party may be at liberty to proceed in the enforcement of his judgment or decree against the parties who do not desire to have it reviewed; and that the appellate tribunal shall not be required to decide a second or third time the same question on the same record.[18]

[14] King v. McLean Asylum of Massachusetts General Hospital (C. C. A.), 64 Fed. 325.

[15] U. S. v. Curry, 6 How. 106, 12 L. ed. 363. A motion to dismiss upon the ground that a State was not a party was denied when it appeared that the proceeding was actually begun and prosecuted on the State's behalf, the State was named in the transcript, and the State's attorney, through inadvertence, appeared generally in the Supreme Court.

[16] Copland v. Waldron (C. C. A.), 133 Fed. 217.

[17] Masterson v. Herndon, 10 Wall. 416, 19 L. ed. 953; O'Dowd v. Russell, 14 Wall. 402, 20 L. ed. 857; Williams v. Bank of U. S., 11 Wheat. 414, 6 L. ed. 508; Owings v. Kincannon, 7 Pet. 399, 8 L. ed. 727; Heirs of Wilson v. Life & Fire Ins. Co., 12 Pet. 140, 9 L. ed. 1032; Hardee v. Wilson, 146 U. S. 179, 36 L. ed. 933; Inglehart v. Stanbury, 151 U. S. 68, 38 L. ed. 76; Sipperley v. Smith, 155 U. S. 86, 39 L. ed. 79; Beardsley v. Arkansas L. Ry. Co., 158 U. S. 123, 39 L. ed. 919; Estis v. Trabue, 128 U. S. 225, 32 L. ed. 437; Feibelman v. Packard, 108 U. S. 14, 27 L. ed. 634; Hohorst v. Hamburg Am. P. Co., 148 U. S. 262, 37 L. ed. 443; Nash v. Harshman, 149 U. S. 263, 37 L. ed. 727; St. Louis Un. El. Co. v. Nichols (C. C. A.), 91 Fed. 832; Dodson v. Fletcher (C. C. A.), 78 Fed. 214; s. c. (C. C. A.), 79 Fed. 129; Hook v. Mercantile Tr. Co. (C. C. A.), 95 Fed. 41; Grand Id. & W. C. R. Co. v. Sweeney (C. C. A.), 95 Fed. 396; Humes v. Third Nat. Bank (C. C. A.), 54 Fed. 917; Hedges v. Seibert C. O. C. Co. (C. C. A.), 50 Fed. 643; Loveless v. Ransom (C. C. A.), 107 Fed. 626; Johnson v. Trust Co. of America (C. C. A.), 104 Fed. 174; Ayres v. Polsdorfer (C. C. A.), 105 Fed. 737; Fitzpatrick v. Graham (C. C. A.), 119 Fed. 353; Bulte v. Igleheart Bros. (C. C. A.), 137 ed. 492; Port v. Schloss Bros. & Co. (C. C. A.), 149 Fed. 731; Maytin v. Vela, 216 U. S. 598, 54 L. ed. 632; Provident Life & Tr. Co. v. Camden & T. Ry. Co., C. C. A. 177 Fed. 854; Ibbs v. Archer, C. C. A. 185 Fed. 37; Ireton v. Pennsylvania Co., C. C. A. 185 Fed. 84.

[18] But see Cox v. U. S., 6 Pet. 172, 8 L. ed. 359; Masterson v. Herndon, 10 Wall. 416, 19 L. ed. 953

The formal practice upon a writ of error in such a case is for the party who wishes the benefit of the writ to obtain a summons, bringing the party jointly interested with him before the court, and if the latter then refuses to join in the writ of error, to enter an order or judgment of severance, whereby the moving party can sue out the writ alone.[19] Thereupon the party who refuses to join is estopped from taking out a writ of error, and the court below can execute the judgment so far as it can be executed against him, despite a *supersedeas* obtained by the other.[20] Now, however, such a technical proceeding is no longer necessary; and when the record shows that one of the parties jointly affected has been notified in writing to appear and join in the appeal or writ of error, and has failed to appear, or appeared and refused to join, the court should on that ground grant an appeal or writ as to his own interest to the party who seeks it.[21] A statement in the petition for the appeal, that the other party jointly affected refuses to join in the appeal, is insufficient.[22] Where the appeal is allowed in open court, there need be no summons or severance.[23] Where all the parties are joined in the writ, the omission of some of them from the petition is

19 2 Brooke's Abr. 238, tit. Summons and Severance; Todd v. Daniel, 16 Pet. 521, 10 L. ed. 1054; Masterson v. Herndon, 10 Wall. 416, 417, 418, 19 L. ed. 953, 954; Hardee v. Wilson, 146 U. S. 179, 181, 36 L. ed. 933, 934.

20 Ibid.

21 Masterson v. Herndon, 10 Wall. 416, 19 L. ed. 953; O'Dowd v. Russell, 14 Wall. 402, 36 L. ed. 933; Hardee v. Wilson, 146 U. S. 179, 180, 36 L. ed. 933; Farmers' L. & Tr. Co. v. McClure (C. C. A.), 78 Fed. 211. The licensee of a patent, with the exclusive right over a certain Territory, may appeal from an adverse decree in a suit brought by him as co-complainant with the patentee, although the patentee refuses to join in the appeal, provided that he has the patentee summoned and his refusal to join entered in the record. Excelsior Wooden Pipe Co. v. Seattle (C. C. A.), 117 Fed. 140. A judge who has obeyed an order for a mandamus is not an indispensable party to a writ of error from the same, obtained by parties who have been allowed to intervene for that purpose, when he has refused to join with them. *Ex parte* First Nat. Bank of Chicago, 207 U. S. 61, 52 L. ed. 103.

22 Masterson v. Herndon, 10 Wall. 416, 19 L. ed. 953; Hardee v. Wilson, 146 U. S. 179, 180, 36 L. ed. 933.

23 McNulta v. West Chicago Park Com'rs (C. C. A.), 99 Fed. 328; James H. Rice Co. v. Libbey (C. C. A.), 105 Fed. 825; King v. Thompson (C. C. A.), 110 Fed. 319.

immaterial.[24] The inclusion as plaintiffs in error of persons who are not parties to the action does not vitiate the writ if all the necessary parties unite in the same.[25] Where the record shows that there are other parties to the judgment jointly interested with the plaintiff in error, who have not joined in the writ of error, and who have not been served with notice of the proceedings in error, the appellate court may of its own motion dismiss the writ without giving leave to bring them in by an amendment;[26] although it seems that in an extraordinary case leave so to amend may be given after the time to sue out a new writ of error has expired.[27] An appearance without the permission of the court after the time to appeal has expired does not cure a defect arising from the failure of an indispensable party to join in the appeal.[28] Where the time to appeal for one of those jointly interested had expired, it was held that the others could not appeal without him.[29] A defendant whose interest is separate from that of the others may appeal or bring error without them.[30] All parties to the suit, including inter-

[24] Fitzpatrick v. Graham (C. C. A.), 119 Fed. 353.

[25] Thomas v. Green County (C. C. A.), 146 Fed. 969.

[26] Estis v. Trabue, 128 U. S. 225, 32 L. ed. 437; Mason v. U. S., 136 U. S. 581, 34 L. ed. 545; Dolan v. Jennings, 139 U. S. 385, 35 L. ed. 217. The appellate court will not presume that there are parties not named in the record, although some of the defendants in error are described as "Corning & Co." Gumbel v. Pitkin, 113 U. S. 545, 28 L. ed. 1128. The objection may be raised at any time. Loveless v. Ransom (C. C. A.), 107 Fed. 626. But see Central L. & Tr. Co. v. Campbell Com. Co., 173 U. S. 84, 43 L. ed. 623.

[27] Inland & Seaboard C. Co. v. Tolson, 136 U. S. 572, 34 L. ed. 539. But see Estis v. Trabue, 128 U. S. 225, 230, 32 L. ed. 437; Copland v. Waldron (C. C. A.), 133 Fed. 217.

[28] Consumer's Cotton Oil Co. v. Nichol (C. C. A.), 120 Fed. 818.

[29] Ayres v. Polsdorfer (C. C. A.), 105 Fed. 737.

[30] Brewster v. Wakefield, 22 How. 118, 16 L. ed. 301; Cox v. U. S., 6 Pet. 172, 8 L. ed. 359; Forgay v. Conrad, 6 How. 201, 12 L. ed. 404; Germain v. Mason, 12 Wall. 259, 20 L. ed. 392; Haurick v. Patrick, 119 U. S. 156, 30 L. ed. 396; City Nat. Bank v. Hunter, 129 U. S. 557, 574, 32 L. ed. 752; Gilfillan v. McKee, 159 U. S. 303, 40 L. ed. 161; Winters v. U. S., 207 U. S. 564, 52 L. ed. 340 (a suit for trespass where the bill did not state whether the trespasses were joint or several and the answer of the appellants averred separate rights, interest and action upon their part). Gray v. Havemeyer (C. C. A.), 53 Fed. 174; Hall v. Gambrill (C. C. A.), 92 Fed. 32; Mercantile Tr. Co. v. Kanawha & O. Ry. Co. (C. C. A.), 58 Fed. 6;

venors, who would be injuriously affected by a reversal of a decree must be made respondents to an appeal therefrom;[31] even, it seems, when they have not appeared after the service of process upon them.[32]

But not parties below who have no interest in maintaining or reversing the decree.[33] Stakeholders who claim no inter-

Grand Id. & W. C. R. Co. v. Sweeney (C. C. A.), 103 Fed. 342; Louisville, N. A. & C. Ry. Co. v. Pope (C. C. A.), 74 Fed. 1; Alsop v. Conway, C. C. A. 188 Fed. 568; Lamon v. Speer Hardware Co., C. C. A. 198 Fed. 453, overruling S. C., C. C. A. 190 Fed. 734, 111 C. C. A. 462, a summary judgment against principals and sureties under a *supersedeas* bond. Where judgment in an action of trespass was rendered against one defendant by default, and against the other upon a plea, it was held that the latter could bring a writ of error alone. Macker v. Thomas, 7 Wheat. 530, 5 L. ed. 515. Trustees of a railroad mortgage, who have been joined with the railroad company as defendants to a bondholder's foreclosure suit in which they have no personal interest, need not be joined with the railroad company on an appeal. Railroad Co. v. Johnson, 15 Wall. 8, 21 L. ed. 118. See also Marchand v. Livaudais, 127 U. S. 775, 32 L. ed. 324. Parties who have acquired liens subsequent to a mortgage need not join in a foreclosure. Brewster v. Wakefield, 22 How. 118, 16 L. ed. 301. An insolvent railroad company need not join in an appeal from so much of a decree as distributes the proceeds of a foreclosure sale. Hardee v. Wilson, 146 U. S. 179, 36 L. ed. 933; Galveston, H. & N. Ry. Co. v. House (C. C. A.), 102 Fed. 112.

31 Wilson v. Kiesel, 164 U. S. 248, 41 L. ed. 422; St. Louis Un. El. Co. v. Nichols (C. C. A.), 91 Fed. 832; Boyle v. Stuttgart & A. R. R. (C. C. A.), 84 Fed. 9; Illinois Tr. & Sav. Bank v. Kilbourne (C. C. A.), 76 Fed. 883; Kidder v. Fidelity I. & D. Co. (C. C. A.), 105 Fed. 821; Lewis v. Sittel, C. C. A. 165 Fed. 157. Thus the mortgagor, mortgagee and purchaser must be made respondents to an appeal from a decree of foreclosure and sale, or from an order refusing to modify or set aside a decree. Davis v. Mercantile Trust Co., 152 U. S. 590, 38 L. ed. 563; Farmers' L. & Tr. Co. v. Longworth (C. C. A.), 76 Fed. 609. In a foreclosure suit to which the holders of several mechanics' liens are parties defendant, the decree settling their respective rights to priority is not joint as respects them, and one of them may appeal without joining the others as appellants; but if he claims the right to have the decree modified so as to give him a priority which was denied him below, he must make parties respondent those whose liens he seeks to have made subordinate to his. Gray v. Havemeyer (C. C. A.), 53 Fed. 174; Grand Id. & W. C. R. Co. v. Sweeney (C. C. A.), 103 Fed. 342.

32 Am. L. & Tr. Co. v. Clark (C. C. A.), 83 Fed. 230. But see Marsh v. Nichols, 120 U. S. 598, 30 L. ed. 796.

33 Basket v. Hassell, 107 U. S. 602, 27 L. ed. 500; McLeod v. New

est in the dispute are not necessary parties.[34] A person may be an indispensable party to a suit in the court of first instance, but not an indispensable party in the court of review.[35] Parties to a suit, who were not affected by an order upon an intervention, need not be made parties to an appeal from the same.[36] Where the basis of an appeal is that a necessary party was not joined below, such omitted party should be served with a citation.[37] A receiver should be made a party to an appeal from an order or decree refusing to direct the payment of a claim out of a fund in his hands.[38] It has been held that the holders of receiver's certificates are sufficiently represented by the receiver upon an appeal by a creditor from a decree distributing the proceeds upon them.[39] The great number of parties interested is no reason for omitting any of them, since service of a citation

Albany (C. C. A.), 66 Fed. 378; Postal Tel. & C. Co. v. Vane (C. C. A.), 80 Fed. 961; Mills v. Provident L. & Tr. Co. (C. C. A.), 100 Fed. 344; Marchand v. Livandais, 127 U. S. 775, 32 L. ed. 324; Amadeo v. No. Assur. Co., 201 U. S. 194, 50 L. ed. 722. Sureties upon a stipulation for the release of a vessel libelled in admiralty need not be joined in an appeal from a decree by the claimant therein, although the same is entered jointly against him and them, unless some extraneous question has arisen in the suit involving their rights or obligations. Perriam v. Pacific Coast Co. (C. C. A.), 133 Fed. 140. Where in an action of trespass brought to try the title to real estate, third persons intervened, setting up a claim of title derived through the plaintiffs, and a judgment in the plaintiffs' favor was entered against the defendants: the intervenors need not be made parties to the writ of error. Hanrick v. Patrick, 119 U. S. 156.

34 Love v. Export Storage Co. (C. C. A.), 143 Fed. 1, 11.

35 Love v. Export Storage Co. (C. C. A.), 143 Fed. 1 (where trustees in bankruptcy were omitted from an appeal concerning the right to a fund in their hands).

36 Coler v. Allen (C. C. A.), 114 Fed. 609 (holding that an insolvent mortgagor and other defendants, not interested, need not be made parties to an appeal from an order dismissing a bill of intervention, which sought to cancel the mortgage).

37 R. R. Equipment Co. v. So. Ry. Co. (C. C. A.), 92 Fed. 541. See Mendenhall v. Hall, 134 U. S. 559, 33 L. ed. 1012.

38 Illinois Tr. & Sav. Bank v. Kilbourne (C. C. A.), 76 Fed. 883. But not receivers who have been discharged. St. Louis S. W. Ry. Co. v. Jackson (C. C. A.), 95 Fed. 560. Nor when the fund is held by the clerk of the court and paid on orders signed by the judge. Edgell v. Felder (C. C. A.), 99 Fed. 324.

39 Galveston, H. & N. Ry. Co. v. House (C. C. A.), 102 Fed. 112

need not be made where the appeal is taken in open court at the same term.[40] It has been said that no one not a party to the judgment below can be a defendant to a writ of error.[41] An appeal by one of several defendants brings up so much of the case and such of the parties as are necessary for the determination of his rights.[42]

Whenever any party to a judgment or decree in a Circuit Court dies before the time allowed for taking an appeal or bringing a writ of error has expired, it is not necessary to revive the suit by any formal proceeding.[43] It was formerly held, that when an executor had been removed after a decree against him, and an administrator *de bonis non* with the will annexed appointed, the administrator must be made a party to the suit before he could appeal.[44] If one of several plaintiffs or defendants dies before or after an appeal is taken, and the cause of action survives to the rest, the survivors have the right to proceed alone, unless the representative of the deceased applies to join with them.[45] The representative of the deceased party may file in the clerk's office a certified copy of his appointment, and thereupon may enter an appeal or bring writ of error, as the deceased party might have done.[46] Where the party in whose favor such a judgment or decree is taken dies before appeal taken or writ of error brought, the statute provides that notice to his representatives shall be given from the appellate

40 Kidder v. Fidelity L. Tr. & S. D. Co. (C. C. A.), 105 Fed. 821; *infra*, § 700. All the creditors of an insolvent partnership whose claims have been allowed in proceedings for the administration of its assets, are necessary parties to an appeal from an order of distribution made in the same. Bloomingdale v. Watson (C. C. A.), 128 Fed. 268. All the creditors who assented to the same are indispensable parties to an appeal from an order refusing to set aside a composition. Marshall Field & Co. v. Wolf & Bros. Dry Goods Co. (C. C. A.), 120 Fed. 815.

41 Payne v. Niles, 20 How. 219, 15 L. ed. 895.

42 Milner v. Meek, 95 U. S. 252, 24 L. ed. 444.

43 Act of March 3, 1875, ch. 137, § 9, 18 St. at L. 473.

44 Taylor v. Savage, 1 How. 282, 11 L. ed. 132; s. c., 2 How. 395, 11 L. ed. 313. But see an analogous case where a receiver had been removed, which seems inconsistent with this ruling. Burden v. Johnson, 107 U. S. 251, 27 L. ed. 386.

45 Moses v. Wooster, 115 U. S. 285, 29 L. ed. 391; U. S. R. S., § 156. But see Dolan v. Jennings, 139 U. S. 385, 35 L. ed. 217.

46 18 St. at L. 473.

court, as provided in case of the death of a party after appeal taken or writ of error brought.[47] It has been held that where

[47] 18 St. at L. 473. The rule of the Supreme Court to which reference is made is as follows: XV. 1. Whenever, pending a writ of error or appeal in this court, either party shall die, the proper representatives in the personalty or realty of the deceased party, according to the nature of the case, may voluntarily come in and be admitted parties to the suit, and thereupon the case shall be heard and determined as in other cases; and if such representatives shall not voluntarily become parties, then the other party may suggest the death on the record, and thereupon, on motion, obtain an order that unless such representatives shall become parties within the first ten days of the ensuing term, the party moving for such order, if defendant in error, shall be entitled to have the writ of error or appeal dismissed; and if the party so moving shall be plaintiff in error, he shall be entitled to open the record, and on hearnig have the judgment or decree reversed, if it be erroneous; *provided, however*, that a copy of every such order shall be printed in some newspaper of general circulation within the State, Territory, or district from which the case is brought, for three successive weeks, at least sixty days before the beginning of the term of the Supreme Court then next ensuing. 2. When the death of a party is suggested, and the representatives of the deceased do not appear by the tenth day of the second term next succeeding the suggestion, and no measures are taken by the opposite party within that time to compel their appearance, the case shall abate. 3. When either party to a suit in a court of the United States shall desire to prosecute a writ of error or appeal to the Supreme Court of the United States, from any final judgment or decree, rendered in such court, and at the time of suing out such writ of error or appeal the other party to the suit shall be dead and have no proper representativee within the jurisdiction of the court which rendered such final judgment or decree, so that the suit cannot be revived in that court, but shall have a proper representative in some State or Territory of the United States, the party desiring such writ of error or appeal may procure the same, and may have proceedings on such judgment or decree superseded or stayed in the same manner as is now allowed by law in other cases, and shall thereupon proceed with such writ of error or appeal as in other cases. And within thirty days after the commencement of the term to which such writ of error or appeal is returnable, plaintiff in error or appellant shall make a suggestion to the court, supported by affidavit, that the said party was dead when the writ of error or appeal was taken or sued out, and had no proper representative within the jurisdiction of the court which rendered said judgment or decree, so that the suit could not be revived in that court, and that said party had a proper representative in some State or Territory of the

an appellee has died pending an appeal to the Supreme Court, the administrator of his domicile may be substitued in his place, although he was appointed in a different State from that where the suit was brought below;[48] and that a person who purchased the interest of the appellee during his life and pending an appeal cannot after his death revive the appeal in his own name.[49] When the time to appeal or bring error has expired it is too late to bring in the representatives of a party who died before the appeal was taken or the writ of error sued out.[50] Where notwithstanding the survival of the cause of action or liability to co-appellants, the representatives of the deceased appellant voluntarily come in and ask to be made parties, they may be admitted.[51] Where the presence of the representatives of a deceased appellant is necessary for the due prosecution of an appeal, notwithstandinfi the survivorship of others, the appellate court may direct that the appeal be dismissed unless such representatives are made parties within a limited time.[52]

United States, and stating therein the name and character of such representative, and the State or Territory in which such representative resides; and, upon such suggestion, he may, on motion, obtain an order that, unless such representative shall make himself a party within the first ten days of the ensuing term of the court, the plaintiff in error or appellant shall be entitled to open the record, and on hearing have the judgment or decree reversed, if the same be erroneous; provided, however, that a proper citation reciting the substance of such order shall be served upon such representative, either personally or by being left at his residence, at least sixty days before the beginning of the term of the Supreme Court then next ensuing; and provided, also, that in every such case, if the representative of the deceased party does not appear by the tenth day of the term next succeeding such suggestion, and the measures above provided to compel the appearance of such representative have not been taken within the time as above required, by the opposite party, the case shall abate; and provided, also, that the said representative may at any time before or after said suggestion come in and be made a party to the suit, and thereupon the case shall proceed, and be heard and determined as in other cases."

[48] Noonan v. Bradley, 12 Wall. 121, 20 L. ed. 279.

[49] Barribeau v. Brant, 17 How. 43, 15 L. ed. 34.

[50] Dolan v. Jennings, 139 U. S. 385, 35 L. ed. 217; Mason v. U. S., 136 U. S. 581, 34 L. ed. —; Estis v. Trabue, 128 U. S. 225, 32 L. ed. 437. But see Knickerbocker L. Ins. Co. v. Pendleton, 115 U. S. 339, 29 L. ed. 432.

[51] Thorpe v. Mattingley, 1 Phillips' Ch. 200.

[52] Blake v. Bogle, Macq. Pr. of

§ 698. **Time within which writs of error and appeals must be taken.** No judgment, decree, or order of a District Court (except in a suit upon a claim against the United States), or of a State Court,[1] or of the Supreme Court of the Territories,[2] or of the Supreme Court or of the District Court of Porto Rico[3] or of the District Court of Alaska,[4] or of Hawaii,[5] or of the Supreme Court of Hawaii,[6] in any action at law or in equity, can be reviewed by the Supreme Court, unless the writ of error is brought or the appeal taken within two years after the entry of such judgment, decree, or order; but where a party entitled to prosecute a writ of error or take an appeal is an infant, insane, or imprisoned, such writ of error may be prosecuted, or such appeal taken, within two years after the judgment, decree, or order, exclusive of the term of such disability.[7] Where the imprisonment or other disability has not begun till after the statute has begun to run, the operation of the statute is not suspended pending such disability.[8] No appeal from, or a writ of error to, a judgment or decree of a District Court in a suit upon a claim against the United States is allowed on behalf of the plaintiff after ninety days from the entry of the same,[9] nor on behalf of the United States after six months therefrom.[10] "Appeals in prize causes shall be made within thirty days after the rendering of the decree appealed from, unless the court below previously extends the time for cause shown in the particular case: *Provided*, that the Supreme Court may, if in its judgment the purposes of justice require it, allow an appeal in any prize cause, if it appears that any notice of appeal, or of intention to appeal, was filed with the clerk of the District Court within thirty days next after

H. of L. 244, note; Moses v. Wooster, 115 U. S. 285, 288, 29 L. ed. 391, 392.

§ 698. [1] U. S. R. S., § 1008; Allen v. So. Pac. R. Co., 173 U. S. 479, 43 L. ed. 775; Holt v. Indiana Mfg. Co., 176 U. S. 68, 44 L. ed. 374.

[2] Jud. Code, § 248, 36 St. at L. 1087.

[3] Ibid., § 244.

[4] Ibid., § 247.

[5] Ibid., § 238; U. S. R. S., § 1008.

[6] Ibid., § 246.

[7] U. S. R. S., § 1008.

[8] McDonald v. Hovey, 110 U. S. 619, 28 L. ed. 269.

[9] U. S. R. S., § 708; 26 St. at L. 505, § 9; U. S. v. Davis, 131 U. S. 36, 39, 33 L. ed. 93, 94.

[10] Ibid., 26 St. at L. § 505; Butt v. U. S., 126 Fed. 794; Lewis v. Sittel, 165 Fed. 157.

the rendition of the final decree therein." [11] "All appeals from the Court of Claims shall be taken within ninety days after the judgment is rendered."[12]

No appeal can be taken or writ of error sued out to review a decision of a Circuit Court of Appeals,[13] or the Court of Appeals of the District of Columbia,[14] unless within one year after the entry of the order, judgment, or decree sought to be reviewed. The same limitation applies to applications to review such decisions by *certiorari*.[15] No writ of error from the Supreme Court to review a conviction of crime the punishment of which is death can be "sued out or granted unless a petition therefor shall be filed with the clerk of the court in which the trial shall have been had during the same term or within such time, not exceeding sixty days next after the expiration of the term of the court at which the trial shall have been had, as the court may for cause allow by order entered of record."[16] A writ of error on behalf of the United States to review a judgment in a criminal case must be taken within thirty days after the decision or judgment has been rendered.[17] "No appeal or writ of error by which any order, judgment, or decree may be reviewed in the Circuit Courts of Appeals under the provisions of this act shall be taken or sued out except within six months after the entry of the order, judgment, or decree sought to be reviewed; *provided, however,* that in all cases in which a lesser time is now by law limited for appeals or writs of error, such limits of time shall apply to the Circuit Courts of Appeals." [18] An appeal from an inter-

[11] U. S. R. S., § 1009; The Nuestra Senora De Regia, 17 Wall. 29, 21 L. ed. 596.

[12] Jud. Code, § 243, 36 St. at L. 1087, re-enacting U. S. R. S., § 708. But see U. S. v. Davis, 131 U. S. 36, 39, 33 L. ed. 93, 94.

[13] 26 St. at L. 828, § 6; U. S. Fidelity & Guaranty Co. v. Bray, 225 U. S. 205, 56 L. ed. 1055.

[14] Jud. Code, § 250, 36 St. at L. 1087. An appeal from the Supreme Court, to the Court of Appeals of the District of Columbia, must be taken within 20 days after the entry of the order, judgment, or decree appealed from. C. C. A., D. C., Rule 10. It is not extended by the death of a party. *Ex parte* Dante, 228 U. S. 429, 57 L. ed. —.

[15] The Conqueror, 166 U. S. 110, 41 L. ed. 937. *Cf.* Panama R. Co. v. Napier Shipping Co., 166 U. S. 280, 41 L. ed. 1004.

[16] 25 St. at L. 656, § 6.

[17] 34 St. at L. 1246; § 536, *supra*.

[18] 26 St. at L. 829, § 11; Union Pac. Ry. Co. v. Colorado E. Ry. Co., C. C. A., 54 Fed. 22; White v. Iowa Nat. Bank, C. C. A., 71 Fed. 91;

hecutory order or decree granting or continuing or referring or dissolving or refusing to idssolve an injunction, or appointing a receiver, must be taken within thirty days from the entry of such order or decree.[19] An appeal to the Circuit Court of Appeals of the Ninth Circuit from the final order, judgment, or decree of the District Court of Alaska, may be taken within one year from the entry thereof.[20] Appeals to the Circuit Courts of Appeals and the Supreme Courts of the Territories from judgments of the Courts of Bankruptcy adjudging or refusing to adjudge the defendant a bankrupt, or allowing or rejecting a debt or claim, must be taken within ten days after the judgment appealed from has been rendered.[21] Petitions for a revision of the orders of the courts of bankruptcy must be filed within six months from the making of such orders,[22] unless the rules of the Circuit Court of Appeals otherwise provide.[23] Appeals from the decisions of the Board of General Appraisers to the Court of Customs Appeals, must be taken within sixty days after the entry of the decree of judgment.[24]

These limitations do not apply to writs of error *coram nobis*.[25]

Condon v. Central L. & Tr. Co., C. C. A., 73 Fed. 907; Coe v. East & Tr. R. Co. of Ala., C. C. A., 85 Fed. 489; Old Nick Williams Co. v. U. S., C. C. A., 152 Fed. 925. Where a writ of error from the Supreme Court had been dismissed after the six months had expired, it was held that a writ of error from the Circuit Court of Appeals, sued out within six months after the filing of the mandate of the Supreme Court in the court of first instance, brought up for review only the proceedings subsequent to such mandate; and since it appeared that the proceedings subsequent thereto could not affect the plaintiff in error, the writ was dismissed. Hubbard v. Worcester Art Museum, C. C. A., 196 Fed. 871; Blaffer v. New Orleans Water Supply Co., C. C. A., 160 Fed. 389.

19 Ind. Code, § 129, re-enacting 26 St. at L. 828, § 7; 31 St at L. 660. This rule applies to a decree after a hearing for an injunction and an accounting. Raymond v. Royal B. S. Co., C. C. A., 76 Fed. 465.

20 Alaska Code Civ. Proc., § 506, 30 St. at L. 253; Sutherland v. Pearce, C. C. A., 186 Fed. 787.

21 30 St. at L. 544, 553, § 2. In other cases in bankruptcy six months is allowed. Steele v. Buel, C. C. A., 104 Fed. 968; *supra*, §§ 666, 667.

22 *Re* Worcester County, C. C. A., 102 Fed. 808; *supra*, § 668. But see *Re* Anderson, 23 Fed. 482.

23 See § 668, *supra*. Jarowski v. Hamburg-American Packet Co., 186 Fed. 332.

24 Jud. Code, § 198, 36 St. at L. 1087, *supra*, § 77.

25 Strode v. The Stafford Justices, 1 Brock. 162. See *supra*, § 481.

The State statutes as to the time of taking appeals and suing out writs of error do not affect the jurisdiction of the Federal courts.[26] The time does not begin to run till the judgment, decree, or order is actually entered, or filed, when the judge's signature is required, not till it is signed,[27] although it is dated as of a prior day.[28] A decision containing directions for a decree is not considered as a decree.[29] When the order of judgment or decree is amended, it seems that the time begins to run

[26] Logan v. Goodwin, C. C. A., 101 Fed. 654; s. c., C. C. A., 104 Fed. 490. It has been held: that the clerk may refuse to enter a decree until his fees are paid; and that although left in the clerk's office, it is not effective until such payment. Ommen v. Talcott, 180 Fed. 925.

[27] Rubber Co. v. Goodyear, 6 Wall. 153, 18 L. ed. 762; Del Valle v. Harrison, 93 U. S. 233, 23 L. ed. 892; Polleys v. Black River Imp. Co., 113 U. S. 81, 28 L. ed. 938; Radford v. Folsom, 123 U. S. 725, 31 L. ed. 292. When a decree is entered dismissing a bill with costs, the time to appeal begins to run, although a judgment for costs is subsequently entered. Fowler v. Hamill, 139 U. S. 549, 35 L. ed. 266. When one defendant charged with joint misconduct had demurred and obtained a decree dismissing the bill as to him, and the other defendant had answered, and subsequently obtained a decree dismissing the bill, an appeal taken within two years after the second, but more than two years after the first decree, was held to be in time to bring up both decrees for review. Mendenhall v. Hall, 134 U. S. 559, 33 L. ed. 1012. The time of an intervenor to appeal does not begin to run until he is allowed to intervene. Louisville, E. & St. L. R. Co. v. Wilson, 138 U. S. 501, 34 L. ed. 1023. Where a decree dismissed a bill as to all matters except one which was severable from the rest, as to which a subsequent decree was entered, it was held that the right to appeal from the first dismissal began to run from the entry of the first decree which was appealable. Hill v. Chicago & E. R. Co., 140 U. S. 52, 35 L. ed. 331. See also Central Tr. Co. v. Grant L. Works, 135 U. S. 207, 34 L. ed. 97; Richardson v. Green, 130 U. S. 104, 32 L. ed. 872; *supra*, § 697. The right to appeal from a decree dismissing a cross-bill does not ordinarily exist, nor the time begin to run until the entry of a final decree disposing of the whole matter in litigation. Winters v. Ethell, 132 U. S. 207, 33 L. ed. 339. Cross-appeals may be taken and allowed below after an appeal has been taken and the cause removed to the appellate court, provided the original time to appeal has not expired. Farrar v. Churchill, 135 U. S. 609, 34 L. ed. 246.

[28] Rubber Co. v. Goodyear, 6 Wall. 153, 18 L. ed. 762. But see Credit Co. v. Arkansas Cent. Ry. Co., 128 U. S. 258, 32 L. ed. 448.

[29] U. S. v. Gomez, 1 Wall. 690, 17 L. ed. 677; *Re* McCall, C. C. A., 145 Fed. 898. *Cf.* Marks v. No. Pac. R. Co., C. C. A., 76 Fed. R. 941. But see Silsby v. Foote, 20 How. 290, 15 L. ed. 822; Fairbanks v. Amoskeag Nat. Bank, 32 Fed. 572.

anew from the date of the amendment.[30] If a petition for a rehearing is duly filed or a motion for a new trial duly made, or a motion to set aside the judgment made during the term, the time does not begin to run until the petition or motion has been denied;[31] and an appeal allowed before the petition or motion is made, but not perfected till afterwards, is considered as not pending till it is perfected.[32] The appellate court, if the record does not show when the petition for a rehearing, which has been denied, was filed, will presume that it was filed in time.[33] The day on which the order, judgment, or decree was entered is excluded from the computation of the time.[34] It has been held that when the last day of the limited time falls on a Sunday, the writ or appeal cannot be taken on a subsequent day.[35] The time to appeal or to sue out a writ of error cannot be extended by the court by an order permitting it to be filed *nunc pro tunc* or otherwise.[36] A writ of error to a judgment cannot be sued out

30 U. S. v. Gomez, 1 Wall. 690, 17 L. ed. 677. But see U. S. v. Grant, 110 U. S. 225, 28 L. ed. 127; Standley v. Roberts, C. C. A., 59 Fed. 836, 8 C. C. A. 305.

31 Texas & Pac. Ry. Co. v. Murphy, 111 U. S. 488, 28 L. ed. 492; Brockett v. Brockett, 2 How. 238, 11 L. ed. 251; Memphis v. Brown, 94 U. S. 715, 24 L. ed. 244; Aspen M. S. S. Co. v. Billings, 150 U. S. 31, 37 L. ed. 986; Alexander v. U. S., 57 Fed. 828; *Re* McCall, C. C. A., 145 Fed. 898; Wm. W. Bierce, Ltd. v. Waterhouse, 219 U. S. 320, 55 L. ed. 237, where a statute enacted pending the motion for a rehearing was held to regulate the appeal.

32 Voorhees v. John T. Noye Co., 151 U. S. 135, 38 L. ed. 101.

33 Texas & Pac. Ry. Co. v. Murphy, 111 U. S. 488, 28 L. ed. 492.

34 Smith v. Gale, 137 U. S. 577, 34 L. ed. 792.

35 Johnson v. Meyers, C. C. A., 54 Fed. 417; Meyer v. Hot Springs Imp. Co., C. C. A., 169 Fed. 628.

36 Credit Co. v. Arkansas Cent. Ry. Co., 128 U. S. 258, 32 L. ed. 448; Judson v. Courier Co., 25 Fed. 705. But see *Re* Wright, 96 Fed. 820. It has been held that a rehearing may be allowed at the same term, after the time to appeal has expired, in order to revive the appellant's right of review. *Re* Wright, 96 Fed. 820, aff'd *Re* Worcester County, C. C. A., 102 Fed. 808. *Cf.* Stickney v. Wilt, 23 Wallace, 150, 23 L. ed. 50. But see § 667, *supra*. U. S. ex rel. Schauffler v. Fidelity & Deposit Co. of Maryland, C. C. A., 155 Fed. 117. An extension of time to prepare and procure the allowance of a bill of exceptions does not enlarge the time to sue out a writ of error. Kentucky Coal, Timber, Oil & Land Co. v. Howes, C. C. A., 153 Fed. 163. An order granting a stay pending an application for the writ of *certiorari* does not stop the time to appeal from running. Title Guaranty Co. v. General El. Co., 222 U. S. 401, 56 L. ed. 248. It cannot be extended by consent. Clark v. Doerr, C. C. A., 143 Fed.

before the entry of the judgment, which it is sought to review.[37] It has been held that where there is doubt about the validity of an appeal, the second appeal can be taken before the dismissal of the former; and that when the former is dismissed, the second appeal becomes effective.[38] The writ of error is not brought till it is filed in the office of the clerk of the court to which it is addressed.[39] So, when it is tested, allowed and issued within the time, but not filed till afterwards, it is brought too late.[40] An appeal is taken when it is allowed, and its allowance is brought to the attention of the court below either by filing in the clerk's office the petition and the allowance of the appeal; or where there is no formal allowance thereof, when the bond or appeal is approved and filed, either with or without the citation.[41] The fact that the bond is filed [42] or the citation not issued till after the statutory time does not cut off the right to appeal if the petition and its allowance were duly filed.[43] It has been held that, where the record or the bond shows that a formal appeal was allowed, the filing of the bond with its

960. It has been held that respondents or defendants in error cannot waive the objection that the time has expired. Stevens v. Clark, C. C. A., 62 Fed. 321. An appeal cannot be taken from a decree or order before the decision is pronounced. Brown v. Evans, 18 Fed. 56. As to the right of appeal after the announcement of a decision, but before the entry of an order or decree thereupon, see Fairbanks v. Amoskeag Nat. Bank, 32 Fed. 572; Credit Co. v. Arkansas C. Ry. Co., 128 U. S. 258, 32 L. ed. 448; *Ex parte* Whitton, 134 U. S. 881.

37 Notley v. Brown, 208 U. S. 429, 52 L. ed. 559.

38 Sutherland v. Pearce, C. C. A., 186 Fed. 787. See Hubbard v. Worcester Art Museum, C. C. A., 196 Fed. 871.

39 Brooks v. Norris, 11 How. 204, 13 L. ed. 665; Scarborough v. Pargoud, 108 U. S. 567, 7 L. ed. 824; U. S. v. Baxter, C. C. A., 51 Fed. 624; Kentucky Coal, Timber, Oil & Land Co. v. Howes, C. C. A., 153 Fed. 163. The failure of the clerk to mark it filed makes no difference when it is left in his office. Mutual L. Ins. Co. v. Phinney, 178 U. S. 327, 336, 44 L. ed. 1088.

40 Brooks v. Norris, 11 How. 204, 13 L. ed. 665; Mussina v. Cavazos, 6 Wall. 355, 360, 18 L. ed. 810, 812; Scarborough v. Pargoud, 108 U. S. 567, 27 L. ed. 824; U. S. v. Baxter, 51 Fed. 624. See Rutan v. Johnson, C. C. A., 130 Fed. 109.

41 The Dos Hermanos, 10 Wheat. 306, 6 L. ed. 328; Brandies v. Cochrane, 105 U. S. 262, 26 L. ed. 989; Credit Co., Ld., v. Arkansas C. Ry. Co., 128 U. S. 258, 261, 32 L. ed. 448, 449.

42 The Dos Hermanos, 10 Wheat. 306.

43 Evans v. State Bank, 134 U. S. 330, 33 L. ed. 917. But see Hudson v. Limstone Natural Gas Co., C. C. A., 144 Fed. 952.

approval within the time is insufficient;[44] but that where there was no formal appeal the filing of the bond with its approval is sufficient.[45] Where the allowance of an appeal or writ of error is upon condition that the petitioner give a bond, the writ of error is not brought, nor the appeal taken, until the bond is filed.[46] Where the transcript does not show when a paper was filed, there is no presumption that the appeal was taken within the statutory time.[47]

§ 699. **Writs of error.** By the common law a writ of error issues from the clerk's office of the Appellate Court to which it is returned. "Writs of error returnable to the Supreme Court by a Circuit Court of Appeals may be isued, as well by the clerks of the District Courts, under the seal thereof, as by the clerk of the Supreme Court or of a Circuit Court of Appeals."[1] It has been held that where a writ of error from the Supreme Court has been allowed by a judge of the Circuit Court of Appeals to review a decision of the latter court, it should be issued by a clerk of one of those two courts and not by the clerk of the District Court.[2] It is not the duty of the clerk to issue a writ of error after one has been allowed by the court, unless the plaintiff in error requests him so to do.[3] It is the duty of the plaintiff in error to apply for the writ and to deposit it for filing when issued.[4]

The writ issues in the name of the President of the United States,[5] is tested of the date of issue[6] in the name of the Chief Justice of the United States, or, when that office is vacant, in

44 Norcross v. Nave & McCord Mfg. Co., C. C. A., 101 Fed. 796. See Credit Co. v. Arkansas Cent. R. Co., 128 U. S. 258, 32 L. ed. 448.

45 Brandies v. Cochrane, 105 U. S. 262, 26 L. ed. 989.

46 Simpson v. First Nat. Bank, C. C. A., 129 Fed. 257; Kentucky Coal, Timber, Oil & Land Co. v. Howes, C. C. A., 153 Fed. 163.

47 Williams Bros v. Savage, C. C. A., 120 Fed. 497.

§ 699. 1 Act of Jan'y 22, 1912, 37 St. at L. 54.

2 *Re* Issuing Writs of Error, C. C. A., 199 Fed. 115.

3 Kentucky Coal, Timber, Oil & Land Co. v. Howes, C. C. A., 153 Fed. 163.

4 Ibid.

5 S. C. Rule 5; Long v. Farmers' State Bank, C. C. A., 9 L.R.A.(N.S.) 585, 147 Fed. 360.

6 U. S. R. S., § 912; Atherton v. Fowler, 91 U. S. 143, 23 L. ed. 265. A mistake in the date will not vitiate a writ of error which is duly issued and served. O'Dowd v. Russell, 14 Wall. 402, 28 L. ed. 857.

the name of the associate Justice next in precedence,[7]—that is, with the oldest commission,[8]—and bears the seal of the court whose clerk issues it, and is signed by such clerk.[9] The writ is directed to the court whose proceedings it is intended to review, and directs such court to send up under its seal to the appellante court the record and process for inspection. It is the usual practice to accompany a writ of error by a citation.[10] This is not jurisdictional, but is merely a notice, and an error in the date of its return is not fatal.[11] Where the citation is defective, a new citation may be issued, if necessary.[12] The return-day of a writ of error or appeal must be not more than thirty days from the day of signing the citation, whether the return-day fall in vacation or in term time;[13] except in case of writs of error or appeals from the Supreme Court to review the decisions of the courts of the United States in California, Oregon, Nevada, Washington, New Mexico, Utah, Arizona, Montana, Wyoming,

7 U. S. R. S., § 911; Germain v. Mason, 154 U. S. 587, and 20 L. ed. 689; § 455, *supra*.

8 U. S. R. S., § 674. It has been said that the court of first instance should leave to the appellate court the determination of the latter's jurisdiction and should not refuse to allow an appeal for want of jurisdiction thereof in the Circuit Court of Appeals. *Re* Kyle, 185 Fed. 219.

9 U. S. R. S., §§ 911, 1004; Miller v. Texas, 153 U. S. 535, 38 L. ed. 812; Long v. Farmers' State Bank, C. C. A., 9 L.R.A.(N.S.) 585, 147 Fed. 360.

10 C. C. A., Rule 14; Nome & Sinook Co. v. Ames Mercantile Co., C. C. A., 187 Fed. 928. The citation may be signed by any judge of the court of review or of the court of original jurisdiction. Exploration Mercantile Co. v. Pacific Hardware & Steel Co., C. C. A., 177 Fed. 825. The failure to serve a citation does not deprive the court of jurisdiction of the appeal; but unless allowed in open court at the term when the decree was entered, or the appellee appears or waives service of the same, an omission of its service is fatal to jurisdiction over the appellee. Sutherland v. Pearce, C. C. A., 186 Fed. 787.

11 Ibid.

12 Ibid.

13 S. C. Rule 8; C. C. A. Rule 14. As to the place of the return in the Ninth Circuit, see McFadden v. Mountain V. & M. M. Co., C. C. A., 97 Fed. 670. A writ of error will not be dismissed because no return-day is named when it is by its terms returnable within thirty days, although the order allowing it made it returnable in sixty days. Texas & P. R. Co. v. Bloom, C. C. A., 60 Fed. 979. See Love v. Busch, C. C. A., 142 Fed. 429. The writ will not be dismissed because returned a few days after the return-day. Altenberg v. Grant, C. C. A., 83 Fed. 980. See *infra*, § 705.

North Dakota, South Dakota, Alaska, Hawaii and Porto Rico, when the return day must be no more than sixty days from the time of signing the citation, and when the judgment or decree sought to be reviewed was rendered in the Philippine Islands one hundred and twenty days.[14] The writ cannot properly be issued before the entry of the judgment, which it brings up for review.[15] The writ is a writ of the court of review, although issued from the clerk's office of the District Court.[16] A writ of error must set out the names of all the parties, plaintiff and defendant in error.[17] Where two actions have been consolidated for trial, tried before the same jury, which returned separate verdicts, and separate judgments entered, although, by consent, a

14 S. C. Rule 9. Williams v. City Bank & Trust Co., C. C. A., 186 Fed. 410.

15 Notley v. Brown, 208 U. S. 429, 52 L. ed. 559.

16 Mussina v. Cavazos, 6 Wall. 355, 18 L. ed. 810.

17 Smyth v. Strader, 12 How. 327, 13 L. ed. 1008; Davenport v. Fletcher, 16 How. 142, 14 L. ed. 879. The inclusion, as plaintiffs in error, of persons who are not parties to the action does not vitiate the writ if the proper parties are joined, and the names of the former can be stricken out and the writ dismissed as to them. Thomas v. Green County, C. C. A., 146 Fed. 969. A writ is insufficient which names but one of the plaintiffs or defendants in error and describes the rest on the same side as "and others." De Neale v. Archer, 8 Pet. 526, 8 L. ed. 1033; Milley v. McKenzie, 10 Wall. 582, 19 L. ed. 1043; or which describes parties by their firm name instead of their individual names, The Protector, 11 Wall. 82, 20 L. ed. 47; Moore v. Simonds, 100 U. S. 145, 25 L. ed. 591; Goldie v. Tootle, 154 U. S. 576, and 19 L. ed. 831, unless the return shows the partners' names, Tolin v. Tinker, 128 U. S. 225, 32 L. ed. 437; or as "the heirs of Nicholas Wilson," Wilson v. Life & Fire Ins. Co., 12 Pet. 140, 9 L. ed. 1032; or as "the ship Protector and owners," The Protector, 11 Wall. 82, 20 L. ed. 47. An appeal by "William L. Hemingway, Treasurer of the State of Mississippi, and Sylvester Gwinn, Auditor of said State, and *ex officio* the Levee Board of Mississippi District Number One," was held sufficient to bring up for review a decree against the Levee Board, although a statute had been passed, entitled "An act to abolish the Levee Board of District Number One, and to pay the debts of said Board," which abolished the offices of the members of such board, and substituted the officers who took the appeal in their place to settle up the unfinished business and pay the debts of the board. Hemingway v. Stansell, 106 U. S. 399, 27 L. ed. 215. An incorrect designation of the parties as plaintiff and defendant, when it follows the title of the cause in the court below, is not a fatal defect in the writ. H. Hackfeld & Co. v. U. S., C. C. A., 141 Fed. 9. It is the better practice to include in the writ of error a description of the position of the parties

single bill of exceptions was allowed; it was said that two separate writs of error were necessary.[18] A writ of error to a State court need not contain a recital that it is directed to the final judgment of such court, nor that the court is the highest court of law or equity in the State.[19] The appellate court may, at any time, in its discretion and with or without terms, allow an amendment of a writ of error, when there is a mistake in the teste, or a seal is wanting, or the writ is made returnable on a wrong day, or when the statement of the title or the parties is defective, if such defect can be remedied by reference to the accompanying record, and in all other particulars of form, provided the defect has not prejudiced, and the amendment will not injure, the defendant in error.[20] A high authority has said of the statute authorizing such amendments: "It is difficult to see, in reading it, what defect cannot now be amended in the discretion of the court."[21] An appeal cannot, by amendment,

as plaintiffs and defendants below, as well of their positions in the court of review; but if the latter statement is made, the omission of the former will not avoid the writ. Missina v. Cavazos, 6 Wall. 355, 361, 18 L. ed. 810, 812. Where the writ of error contains the names of all the parties who appear on the record, the court of review cannot presume that there are other parties, and for that reason dismiss the writ. Gumbel v. Pitkin, 113 U. S. 545, 28 L. ed. 1128. Where the writ of error omitted parties named in the citation, the court dismissed the writ. Kail v. Wetmore, 6 Wall. 451, 18 L. ed. 862.

18 Waters-Pierce Oil Co. v. Van Elderen, C. C. A., 137 Fed. 557.

19 Buell v. Van Ness, 8 Wheat. 312, 5 L. ed. 624. The appeal, citation, and assignment of errors may be amended by correcting an error in the date of the order which the appellant seeks to review. Lovell McConnell Mfg. Co. v. International Automobile Leage, C. C. A., 199 Fed. 989.

20 U. S. R. S., § 1005; Cotter v. Ala. G. S. R. Co., C. C. A., 61 Fed. 747.

21 Curtis, Jurisdiction of U. S. Courts, 87. A writ of error which does not name any return-day may be amended by the insertion of a return-day. Evans v. Brown, 109 U. S. 180, 27 L. ed. 898. But where there was no application for an amendment the writ was dismissed. Lea v. Conn. Mut. L. I. Co., 154 U. S. 659, and 25 L. ed. 882. Where the writ was in the name of the President of the United States, but bore the teste of the Chief Justice of the State court, with his signature and that of the clerk of such court, and the seal of such court, an amendment of the writ was allowed. Texas & Pac. Ry. Co. v. Kirk, 111 U. S. 486, 28 L. ed. 481. Where the paper purporting to be a writ of error was in the name and bore the *teste* of the Chief Justice of a State court, and was signed by the clerk and

be changed to a writ of error.[22] It is the proper practice to file a petition for the writ, and to have it allowed by a judge of the court to which it is addressed, or a judge of the court of review.[23] The petition should be accompanied with an assignment of errors, which should be set out separately and particularly each error asserted and intended to be urged. No writ of error to a District Court is allowed till such an assignment

sealed with the seal of such court, it was held that there was no writ to amend, and that consequently the defect could not be cured. Bondurant v. Watson, 103 U. S. 278, 26 L. ed. 447. The *teste* of the District Judge and of the clerk of the District Court in a writ of error to review the judgment of such court is a defect, which can be cured by amendment. Long v. Farmers' State Bank, C. C. A., 9 L.R.A.(N.S.) 585, 147 Fed. 360. The issue of one writ to review two separate judgments is a defect, which may be waived. Waters-Pierce Oil Co. v. Van Elderen, C. C. A., 137 Fed. 557. The writ may be amended to bring in new parties. Knickerbocker Life Ins. Co. v. Pendleton, 115 U. S. 339, 29 L. ed. 412; Gilbert v. Hopkins, C. C. A., 198 Fed. 849, 851; and such an amendment may be allowed, even after argument. Knickerbocker Life Ins. Co. v. Pendleton, 115 U. S. 339, 29 L. ed. 412; but in all such cases notice must be duly served upon the new parties. Gilbert v. Hopkins, C. C. A., 198 Fed. 849, 851; and, if after argument, a reargument will be ordered. Knickerbocker Life Ins. Co. v. Pendleton, 115 U. S. 339, 29 L. ed. 412. A substitution of a plaintiff in error was made where the person substituted sued out the writ in the stead of the original plaintiff in error, such claiming to be the personal representative of a deceased. Walton v. Marietta Chair Co., 157 U. S. 342, 39 L. ed. 725; Green County, Kentucky v. Thomas' Executor, 211 U. S. 598, 53 L. ed. 343. Where the original writ of error had been destroyed before the return-day, without the fault of the plaintiff in error, the court allowed a copy to be returned. Mussina v. Cavazos, 6 Wall. 355, 18 L. ed. 810.

22 Carter County v. Schmalstig, C. C. A., 127 Fed. 126.

23 This is required by statute in the case of writs of error of State courts. Twitchell v. Commonwealth, 7 Wall. 321, 19 L. ed. 223; Spies v. Illinois, 123 U. S. 131, 143, 31 L. ed. 80; N. W. Mut. Union Packet Co. v. Home Ins. Co., 154 U. S. 588, 20 L. ed. 463; *supra*, § 692. Before the Evarts Act of March 3, 1891, it was not required for writs of error to the Circuit and District Courts, Davidson v. Lanier, 4 Wall. 447, 18 L. ed. 377; *Ex parte* Virginia Com'rs, 112 U. S. 177, 28 L. ed. 691; except to review convictions of capital crimes. 25 St. at L. 656, § 6. S. C. Rules 35 and 36, and C. C. A., Rule 11, seem now to require the allowance of the writ in all cases. Tuskaloosa No. Ry. Co. v. Gude, 141 U. S. 244, 35 L. ed. 742. But see Gorham v. Broad River Tp., 113 Fed. 83. It is the better practice for the judge to indorse his allowance upon both the petition and the writ; but his indorsement on either is sufficient. Where the judge's indorsement of his allow-

of errors is filed. When the error alleged is to the admission or to the rejection of evidence, the assignment of errors should quote the full substance of the evidence. When the error alleged is to the charge of the court, the assignment of errors should set out the part referred to in the words of the charge, whether it be in instructions given or instructions refused. When the error alleged is to the ruling upon the report of a master, the specification should state the exception to the report and action of the court upon it.[24]

It has been held: that the writ of error[25] or appeal[26] will be dismissed if brought or taken before an assignment of errors is filed, although such assignment is filed subsequently; but the grant takes effect when the order for the allowance is filed, and if the petition and assignment are then filed, they are in due time;[27] and that a reference to an assignment of errors in the petition for a writ of error or appeal, which is duly filed, makes the time of filing the assignment sufficient, although the clerk's file mark gives it a later date.[28] Where the defendant in error

ance by mistake is wrongly dated the clerk has no power to correct the date, but it is not improper for him to add a memorandum stating the facts. Warner v. Texas & P. Ry. Co., C. C. A., 54 Fed. 920. The signature of a citation and the approval of a bill of exceptions were held to be equivalent to the allowance of a writ of error. Louisville Tr. Co. v. Stockton, C. C. A., 72 Fed. 1. But see Tuskaloosa No. Ry. Co. v. Gude, 141 U. S. 244, 35 L. ed. 742.

[24] U. S. R. S., § 997; S. C. Rule 35; C. C. A. Rule 14, 24. See *infra*, § 701. As to the practice upon appeals from the taxation of costs, see Campbell Pr. P. & Mfg. Co. v. Duplex Pr. P. Co., C. C. A., 101 Fed. 282.

[25] Frame v. Portland Gold Min. Co., C. C. A., 108 Fed. 750; Webber v. Milhills, C. C. A., 124 Fed. 64, and citations.

[26] Webber v. Milhills, C. C. A., 124 Fed. 64; and citations, Simpson v. First Nat. Bank, C. C. A., 129 Fed. 257; Lockman v. Lang, C. C. R., 132 Fed. 1.

[27] Copper River Min. Co. v. McClellan, C. C. A., 138 Fed. 333.

[28] Tyee Consol. Min. Co. v. Langstedt, C. C. A., 121 Fed. 709; Moore v. Moore, C. C. A., 121 Fed. 737. It is no defect in a writ of error that the petition prayed for an appeal. Wilmington v. Ricaud, C. C. A., 90 Fed. 212. The petition need not mention each order and judgment complained of. That is the function of the assignments of error. So held under C. C. A., Rule 11 of the Seventh Circuit. Tefft v. Stern, C. C. A., 74 Fed. 755. The petition may be amended *nunc pro tunc* with the permission of the court below, by changing the description of the petitioner from plaintiff to defendant. Gorham v. Broad River T'p, 113 Fed. 83.

had opposed a motion for leave to withdraw a writ of error, issued before an assignment of errors had been filed; it was held that he thereby waived his right to move to dismiss the writ because prematurely issued.[29] There should be annexed to and returned with every writ of error, an authenticated transcript of the record, an assignment of errors, and a prayer for reversal, with a citation to the adverse party.[30] "When there is no assignment of errors, as required by section 997 of the Revised Statutes, counsel will not be heard except at the request of the court to which it is directed.[32] It must be served before be disregarded, but the court, at its option, may notice a plain error not assigned."[31]

A writ of error is served by lodging a copy with the clerk of the court to which it is directed[32] It must be served before its return-day.[33] A citation should be addressed to the defendants in error,[34] and signed by a judge of the court to which the writ is addressed, or any justice or judge of the appellate court,[35] and must be served upon them before the return-day;[36]

[29] Alaska Un. Gold Min. Co. v. Muse, C. C. A., 114 Fed. 66.

[30] U. S. R. S., § 997. See *infra*, §§ 701, 704, 707. A prayer that the writ may issue "for the correction of errors so complained of" is sufficient. Springfield S. D. & Tr. Co. v. Attica, C. C. A., 85 Fed. 387. The failure to attach the writ of error to the transcript is not a fatal defect, but the attachment may be made in the court of review. Cotter v. Ala. G. S. R. Co., C. C. A., 61 Fed. 747.

[31] S. C. Rule 21; C. C. A. Rule 24. Clinton E. Warden Co. v. California E. S. Co., C. C. A., 102 Fed. 341.

[32] Davidson v. Lanier, 4 Wall. 447, 18 L. ed. 377.

[33] Wood v. Lide, 4 Cranch. 180, 2 L. ed. 588. Pickett v. Legerwood, 7 Pet. 144, 8 L. ed. 638. A writ will not be dismissed because the citation was served less than thirty days before the return day. Seagrist v. Crabtree, 127 U. S. 773, 32 L. ed. 323. *Cf.* Mendenhall v. Hall, 134 U. S. 559, 33 L. ed. 1012. See *Ex parte* Parker, 120 U. S. 737, 30 L. ed. 818. But see U. S. R. S., § 799; Tripp v. Santa Rosa St. R. Co., 144 U. S. 126, 36 L. ed. 371.

[34] Peale v. Phipps, 8 How. 256, 12 L. ed. 1070; Bigler v. Waller, 12 Wall. 142, 20 L. ed. 260.

[35] Sage v. Railroad Co., 96 U. S. 712, 24 L. ed. 641; Richards v. Mackall, 113 U. S. 539, 28 L. ed. 1132. It may be signed by a different judge from the one who approved the bond. Farmers' L. & Tr. Co. v. Chicago & N. P. R. Co., C. C. A., 73 Fed. 314. The signature of the clerk is insufficient. Brown v. McConnell, 124 U. S. 489, 31 L. ed. 495; Freeman v. Clay, C. C. A., 48 Fed. 849.

[36] See S. C. Rule 8; U. S. R. S., §§ 997, 999; National Bank v. Bank of Commerce, 99 U. S. 608, 25 L. ed. 362.

but, when the writ has been duly issued and returned, the appellate court may allow an *alias* citation to be issued and served subsequently upon some of the defendants in error.[37]

The object of service of a citation is notice; and where sufficient notice has been given by a stipulation and motion,[38] or by an order of the appellate court served upon the appellee, directing him to appear and argue the cause,[39] a citation is unnecessary. A failure to serve the citation before the writ of error is returnable is a ground for dismissing the case.[40] Notice in open court of a writ of error given at the term when

[37] Altenberg v. Grant, C. C. A., 83 Fed. 980; Knickerbocker L. I. Co. v. Pendleton, 115 U. S. 339, 29 L. ed. 432. Service by mail is insufficient unless the objection is waived. Tripp v. Santa Rosa St. Ry. Co., 144 U. S. 126, 36 L. ed. 371; Martin v. Burford, 176 Fed. 554. Service of the citation may be made upon the attorney of the defendants in error in the suit below. Bacon v. Hart, 1 Black, 38, 17 L. ed. 52; Bigler v. Waller, 12 Wall. 142, 20 L. ed. 260. An amendment showing his relation to the defendant in error may be subsequently allowed. McClellan v. Pyeatt, C. C. A., 49 Fed. 259. Where an attorney appeared on the record as representing several respondents, it was held that his admission as solicitor for some of them bound them all. Ibid. Even though he had been paid his fee and discharged from all further duty. U. S. v. Curry, 6 How. 106, 12 L. ed. 363. Service made on the partner, Railroad Co. v. Blair, 100 U. S. 661, 25 L. ed. 587; or executrix of the attorney of record is insufficient. Bacon v. Hart, 1 Black, 38, 17 L. ed. 52. Service on one of two joint parties is sufficient, even if the other is dead. Waters v. Barrill, 131 U. S. lxxxiv, and 25 L. ed. 606; Nome & Sinook Co. v. Ames Mercantile Co., C. C. A., 187 Fed. 928. In a State where the common law as regards the relations of husband and wife was unchanged, service on the husband of a woman who had married since the judgment was held sufficient. Fairfax v. Fairfax, 5 Cranch, 19, 3 L. ed. 24. Upon a writ of error to a judgment in favor of the Treasurer of a State, the citation must be served on the Treasurer, not on the Governor and the Attorney-General of such State. Poydras de La Laude v. Treas. of Louisiana, 17 How. 1, 15 L. ed. 83. Where the defendant in error has since the judgment moved into another State or district, it seems that an order for service upon him by publication, or by the marshal of the district where he is found, may be granted. Nations v. Johnson, 24 How 195, 16 L. ed. 628; Renaud v. Abbott, 116 U. S. 277, 128 L. ed. 629. Service by mail is insufficient. Tripp v. Santa Rosa St. R. Co., 144 U. S. 126, 36 L. ed. 371.

[38] U. S. v. Gomez, 1 Wall. 690, 17 L. ed. 677.

[39] Dodge v. Knowles, 114 U. S. 430, 39 L. ed. 144.

[40] Hewitt v. Filbert, 116 U. S. 142, 29 L. ed. 581; Radford v. Folsom, 123 U. S. 725, 31 L. ed. 292. See *infra*, § 705. A general appearance

the judgment is rendered is not equivalent to a citation.[41] Under the old practice it was held that no mandamus would issue to compel the allowance of a writ of error by a Circuit or District Court.[42] No mandamus will issue to compel a judge of a Circuit or District Court to sign a citation or approve security on error or on appeal, until an application for such signature or approval has been made to the judge of the court of review.[43]

§ 700. **Appeals.** An appeal must be allowed by a judge who has power to sign a citation, namely, by a judge of the court appealed from or from the appellate court.[1] A bond is not essential to the validity of an appeal, although a bond must

in the Supreme Court for a term without moving to dismiss is a waiver of service of the citation, U. S. v. Venuto, 131 U. S. App. lxxxii, and 48 L. ed. 247; Pierce v. Cox, 9 Wall. 786, 19 L. ed. 786; Buckingham v. McLean, 13 How. 150, 14 L. ed. 90; Radford v. Folsom, 123 U. S. 725, 31 L. ed. 292; or of a defect in the names of the defendants in error or respondents, U. S. v. Hopewell, C. C. A., 51 Fed. 798; or in the return-day, Shute v. Keyser, 149 U. S. 649, 37 L. ed. 881; but not a waiver of a motion to dismiss the case upon another ground which is not a mere informality, except the lapse of time. Goodwin v. Fox, 120 U. S. 775, 30 L. ed. 815; *infra*, § 705. An indorsement by the counsel for the defendant in error on a bond given as security for the costs on the writ of error is a waiver of service of a citation. Pierce v. Cox, 9 Wall. 786, 19 L. ed. 786.

41 U. S. v. Phillips, 121 U. S. 254, 30 L. ed. 914. As to appeals, see *infra*, § 700.

42 Ex parte Virginia Com'rs, 112 U. S. 177, 28 L. ed. 691.

43 Ibid.

§ 700. 1 Barrel v. Transp. Co., 3 Wall. 424, 10 L. ed. 168; Pierce v. Cox, 9 Wall. 786, 19 L. ed. 786; Sage v. Railroad Co., 96 U. S. 712, 24 L. ed. 641; *supra*, § 699. A formal order allowing an appeal is not essential. Railroad Co. v. Bradleys, 7 Wall. 575, 19 L. ed. 274; Sage v. Railroad Co., 96 U. S. 712, 24 L. ed. 641; Brandies v. Cochrane, 105 U. S. 262, 26 L. ed. 989; Chamberlain Transportation Co. v. South Pier Coal Co. (C. C. A.), 126 Fed. 165. Not, however, when the time to appeal has previously elapsed. Killian v. Clark, 111 U. S. 784, 28 L. ed. 599. An approval of a bond upon an appeal is equivalent to the allowance of the appeal. Ibid. It has been held that a district judge cannot allow an appeal to the Circuit Court of Appeals from the order of another district judge in another district of the same circuit. U. S. v. Moy Yee Tai (C. C. A.), 109 Fed. 1. It has been said that he cannot allow an appeal from a District Court in another district. Ibid. A member of the Circuit Court of Appeals for the Ninth Circuit has power to allow an appeal from the District Court of Alaska, under the general rules governing such procedure, which are made applicable by the Code of Alaska. Copper River Min. Co. v. McClellan (C. C. A.), 138 Fed. 333.

subsequently be filed.[2] A mandamus will be granted to compel a judge to allow an appeal in a proper case.[3] The allowance of an appeal is not conclusive, and does not even imply that the judge who authorizes the appeal has made up his own mind that the party is legally entitled to it.[4] It has been said that it is the duty of a judge to allow an appeal in every appealable case,[5] but a special statute regulates the practice concerning appeals from the final decisions in proceedings for *habeas corpus*, where the prisoner is held by virtue of process issued from a State court.[6] An order allowing an appeal has relation back

Appeals from the Court of Claims must be allowed by the court if in session; in vacation by the chief justice of that court. The limitation of time for granting such an appeal ceases to run from the time an applictaion is made for its allowance. App. Ct. Cl., Rule 3. The Court of Claims has power to revoke an order allowing an appeal at the request of the appellant, while the record remains therein at the term when the order was granted. Ex parte Roberts, 15 Wall. 384, 21 L. ed. 131.

It has been said that a District Court has no power after an appeal has been perfected and the transcript filed to set aside an allowance of an appeal. Keyser v. Farr, 105 U. S. 265, 26 L. ed. 1025; Rector v. Lipscomb, 141 U. S. 557, 35 L. ed. 857. But a Circuit Court was allowed, at the term when it allowed an appeal to the Supreme Court, which had not been perfected, to set aside such allowance and grant an appeal to the Circuit Court of Appeals. Aspen Min. Co. v. Billings, 150 U. S. 31, 35, 37 L. ed. 986, 987. And a Circuit Court, when the allowance was made under a mistake of fact, revoked the same. Farmers' L. & Tr. Co. v. McClure (C. C. A.), 78 Fed. 211. An omission of the names of the appellees from the order of allowance is waived by naming them in the appeal bond. Richardson v. Green, 130 U. S. 104, 32 L. ed. 872.

[2] Edmondson v. Bloomshire, 7 Wall. 306, 311, 19 L. ed. 91, 92.

[3] U. S. v. Adams, 6 Wall. 101, 18 L. ed. 792; U. S. v. Gomez, 3 Wall. 752, 18 L. ed. 212; Ex parte Railroad Co., 95 U. S. 221, 24 L. ed. 355.

[4] Taney, C. J., in Callan v. May, 2 Black, 541, 543, 17 L. ed. 281, 282. Ordinarily a judge has no right to refuse to allow an appeal for which application is duly made. Pullman's P. C. Co. v. Central Transp. Co., 71 Fed. 809. It has been said that where there is some uncertainty as to the appealability of an order, as one denying an application for leave to intervene, it is the duty of the judge of the court of first instance to allow the appeal. U. S. v. Phillips (C. C. A.), 17 Fed. 824. But, upon a denial of an application for the writ of *habeas corpus*, when all the questions raised had been decided by the Supreme Court, an appeal was not allowed. *Re* Durrant, 84 Fed. 317. See supra, § 467.

[5] Southern Bdlg. & L. Ass'n v. Carey, 117 Fed. 325, 327.

[6] 35 St. at L. 40; *supra*, § 467.

to the date of the application therefor, and is considered as made on that day.[7] Where an appeal is allowed in open court, and perfected during the term at which the decree or judgment appealed from was rendered, no citation is necessary.[8] Where an appeal is allowed in open court, it is presumed that it was allowed by a judge authorized to hold the court; and, it has been held that the record cannot be changed or corrected in that respect by affidavits filed in the court of review.[9] Where the appeal is allowed at the term of the decree or judgment, but not perfected until after the term, a citation is necessary to bring in the parties;[10] but if the appeal be docketed at the next ensuing term, or the record reaches the clerk's hands seasonably for that term, and legal excuse exists for lack of docketing, a citation may be issued by leave of the appellate court, although the time for taking the appeal has lapsed.[11] Where the appeal is allowed at a term subsequent to that of the decree or judgment, a citation is necessary, but may be issued properly returnable, even after the expiration of the time for taking the appeal, if the allowance of the appeal was before.[12] But a

[7] Latham's Appeal, 9 Wall. 145, 19 L. ed. 771. Where an appeal was allowed on the filing of a bond "with security to be approved by the court," it was held that the appeal was perfected when the bond with its approval was filed. Farmers' L. & Tr. Co. v. Chicago & N. P. R. Co. (C. C. A.), 73 Fed. 314. An appeal is not taken until the petition and the order for its allowance, and bond, or some one of these papers, is filed in the court below. Brandies v. Cochrane, 105 U. S. 262, 26 L. ed. 989; Credit Co. Ltd. v. Arkansas C. Ry. Co., 128 U. S. 258, 261, 32 L. ed. 448, 449.

[8] Bray v. Lamar, 2 Cranch, 344, 2 L. ed. 300; Brockett v. Brockett, 2 How. 238, 11 L. ed. 251; Jacobs v. George, 150 U. S. 415, 416, 37 L. ed. 1127, 1128.

In such a case an entry of the allowance of the appeal should be made in the minutes, Vansant v. Gaslight Co., 99 U. S. 213, 25 L. ed. 265; or recited in the decree. Miltenberger v. Logansport Ry. Co., 106 U. S. 286, 27 L. ed. 117.

[9] Columbus Chain Co. v. Standard Chain Co. (C. C. A.), 145 Fed. 186.

[10] Jacobs v. George, 150 U. S. 415, 37 L. ed. 1127.

[11] Ibid.

[12] Ibid. When the appeal is taken in open court at a term subsequent to that at which the decree was entered, or when the bond is not approved till a subsequent term, the service of a citation is necessary, although the attorney of the appellee was then present in court on other business. Castro v. U. S., 3 Wall. 46, 18 L. ed. 163; Sage v. Railroad Co., 96 U. S. 712, 24 L. ed. 641.

citation is one of the necessary elements of an appeal taken after the term, and if it is not issued and served before the end of the next ensuing term of the appellate court, and not waived, the appeal becomes inoperative.[13]

Cross-appeals are taken and prosecuted in the same manner as other appeals;[14] but are heard at the same time as the original appeal.[15] It has been held that there can be no cross-appeal from an interlocutory order or decree granting an injunction or appointing a receiver.[13] When the term at which an appeal was returnable has passed without the filing of the record, a second appeal may be allowed if the original time to appeal has not expired.[17] Otherwise, appeals are subject to the same rules, regulations, and restrictions as are prescribed in cases of writs of error.[18] The entry of the appeal in the clerk's office is analogous to the issue of a writ of error.[19]

§ 701. Assignment of errors. The Revised Statutes require: that there should be annexed to and returned with every writ of error, an authenticated transcript of the record, an assignment of errors, and a prayer for reversal, with a citation to the adverse party.[1] "The plaintiff in error or appellant shall file

13 Jacobs v. George, 150 U. S. 415, 416, 37 L. ed. 1127, 1128.

14 Farrar v. Churchill, 135 U. S. 610, 34 L. ed. 248; Building & L. Ass'n of Dakota v. Logan, 66 Fed. 827, 828.

15 S. C. Rule 22; C. C. A. Rule 75.

16 *Re* National Enameling & Stamping Co., 201 U. S. 156, 50 L. ed. 707; Marden v. Campbell Printing Press & Mfg. Co. (C. C. A.), 67 Fed. 809; *supra*, § 695.

17 Evans v. State Bank, 134 U. S. 330, 33 L. ed. 917.

18 U. S. R. S., § 1012; *supra*, § 899. Upon an appeal taken by the district attorney in the name of the collector, the record may be amended so as to show that the appeal was taken by the application of the Attorney-General and by substituting for the original signature to the petition for appeal and the assignment of errors the signature of the Attorney-General. "When any question is made as to the allowance of such an amendment, the usual and proper practice is to remand the case to the Circuit Court to deal with that question. But when, as in this case, the parties agree to the amendment and to the facts which justify and require it, the amendment may be made in the appellate court." U. S. v. Hopewell (C. C. A.), 51 Fed. R. 798, 800, per Gray, J.

19 Villabolos v. U. S., 6 How. 81, 12 L. ed. 352.

§ 701. 1 U. S. R. S., § 997; Green County, Kentucky v. Thomas' Executor, 211 U. S. 598. See *supra*, § 699, and *infra*, §§ 714, 717.

file with the clerk of the court below, with his petition for the writ of error or appeal, an assignment of errors, which shall set out separately and particularly each error asserted and intended to be urged. No writ of error or appeal shall be allowed until such assignment of errors shall have been filed. When the error alleged is to the admission or to the rejection of evidence, the assignment of errors shall quote the full substance of the evidence admitted or rejected. When the error alleged is to the charge of the court, the assignment of errors shall set out the part referred to totidem verbis, whether it be in instructions given or in instructions refused. Such assignment of errors shall form part of the transcript of the record, and be printed with it. When this is not done, counsel will not be heard, except at the request of the court; and errors not assigned according to this rule will be disregarded, but the court, at its option, may notice a plain error not assigned."[2] "When there is no as-

[2] C. C. A. Rule 11; George v. Wallace (C. C. A.), 135 Fed. 286; Lines v. U. S. *ex rel.* Tompkins County Nat. Bank (C. C. A.), 135 Fed. 518; Moline Trust & Sav. Bank v. Wylie (C. C. A.), 149 Fed. 734; Norfolk & W. Ry. Co. v. Gardner, C. C. A., 162 Fed. 114. As to the form of the assignments of error, see Chapin v. Fye, 179 U. S. 127, 45 L. ed. 119; Columbus Const. Co. v. Crane Co. (C. C. A.), 101 Fed. 55; Farnsworth v. Nevada Co. (C. C. A.), 102 Fed. 578; No. Chicago St. Ry. Co. v. Burnham (C. C. A.), 102 Fed. 669; Burt v. C. Goetzian & Co. (C. C. A.), 102 Fed. 837. Deering Harvester Co. v. Kelly (C. C. A.), 103 Fed. 261; Adams v. Shirk (C. C. A.), 104 Fed. 54; Hale v. Tyler, 104 Fed. 757; Cass County v. Gibson (C. C. A.), 107 Fed. 363; Hutchinson Cooperage Co. v. Snider (C. C. A.), 107 Fed. 633; *infra*, § 717. The following assignments have been held to be too general to be considered: That a judgment or decree is contrary to law, Smith v. Hopkins (C. C. A.), 120 Fed. 921; Craig v. Dorr (C. C. A.), 145 Fed. 307; Ireton v. Pennsylvania Co., C. C. A., 185 Fed. 84. See U. S. v. Stone & Downer Co., C. C. A., 175 Fed. 33. See Western Union Tel. Co. v. Winland, C. C. A., 182 Fed. 493; Felker v. First Nat. Bank, C. C. A., 196 Fed. 200; or manifest error, Smith v. Hopkins (C. C. A.), 120 Fed. 921; Flickinger v. First Nat. Bank (C. C. A.), 145 Fed. 162; The Myrtle M. Ross (C. C. A.), 160 Fed. 19; or contrary to evidence, Ibid. Smith v. Hopkins (C. C. A.), 120 Fed. 921; Flickinger v. First Nat. Bank (C. C. A.), 145 Fed. 162; or contrary to the preponderance of evidence, Smith v. Hopkins (C. C. A.), 120 Fed. 921. That the court erred in impaneling and swearing the jury, Burchett v. U. S., C. C. A., 194 Fed. 821. That a verdict is contrary to law, Chicago Terminal Transfer R. Co. v. Bomberger (C. C. A.), 130 Fed. 884; Ireton v. Pennsylvania Co., C. C. A., 185 Fed.

signment of errors, as required by section 997 of the Revised Statutes, counsel will not be heard except at the request of the

84. That the court erred in overruling a motion for a new trial. Western Union Tel. Co. v. Winland, C. C. A., 182 Fed. 493. That the court erred in not sustaining a cross-bill. The Myrtle M. Ross (C. C. A.), 160 Fed. 19. That the court erred in sustaining the report of a master, or in overruling the exceptions thereto when there were numerous exceptions, or in awarding any substantial damages thereupon, P. P. Mast & Co. v. Superior Drill Co. (C. C. A.), 154 Fed. 45. That the court erred in excluding certain testimony, which included several pages of questions propounded to a witness, Smith v. Hopkins (C. C. A.), 120 Fed. 921. In Davidson S. S. Co. v. U. S. (C. C. A.), 142 Fed. 315, affirmed 205 U. S. 187, 51 L. ed. 764. A writ of error was dismissed because the evidence was not quoted in the assignment of errors, which merely referred to the same. In Garrett v. Pope Motor Car Co., C. C. A., 168 Fed. 905, such an assignment was disregarded. So in Northwestern S. B. & Mfg. Co. v. Great Lakes C. Works, 181 Fed. 38, an exhibit specified only by the number by which it is marked upon the trial, Hodge v. U. S., C. C. A. 191 Fed. 165; Burchett v. U. S., C. C. A. 194 Fed. 821; Gaunt v. Ralston Purina Co., C. C. A., 198 Fed. 60; exhibits. Where an injunction was modified it was held that the assignment of errors must include the order as modified. Williams v. Mitchell (C. C. A.), 106 Fed. 168. That the trial court erred in refusing plaintiff's request for a peremptory instruction and in refusing to charge, at the plaintiff's request, instructions numbered one to thirteen inclusive, Empire State Cattle Co. v. Atchison, T. & S. F. Ry. Co. (C. C. A.), 147 Fed. 457. Where an assignment of error included objections to several distinct instructions of the court it was disregarded, although separate exceptions were taken to each instruction. Atchison, T. & S. F. R. Co. v. Mulligan (C. C. A.), 67 Fed. 569. For cases where an assignment of error to the charge was disregarded for a failure to set forth the objectionable parts thereof, see Garrett v. Pope Motor Car Co., C. C. A., 168 Fed. 905; Burchett v. U. S., C. C. A., 194 Fed. 821. That the court gave improper verbal instructions, followed by two printed pages or remarks by the court during the trial, to many of which no exceptions were taken. Ibid. An assignment, that the court erred in refusing plaintiff's request for the direction of a verdict, and that it erred in directing a verdict at the request of the defendant, present a single question for review, namely, whether the court erred in directing a verdict for the defendant, instead of for the plaintiff, and does not justify the consideration of a complaint by the plaintiff that he should be allowed to go to the jury, after his request for a direction had been denied. Empire State Cattle Co. v. Atchison, T. & S. F. Ry. Co. (C. C. A.), 147 Fed. 457. An assignment that the court erred in denying a motion to strike out a petition and in overruling a demurrer to the same and in denying a motion for judgment upon the pleadings, without any specifi-

court and errors not specified according to this rule will be disregarded, but the court, at its option, may notice a plain

ation of the grounds of the motion or demurrer, was held to be insufficient to bring up technical objections to the verification of a claim presented to an administrator under a statute, to a variance between the claim presented to the administrator and that presented to the court, and a defect in parties. Esterly v. Rua (C. C. A.), 122 Fed. 109. The following assignments of error have been held too vague and indefinite to be considered: (1) "The court erred in admitting any evidence in the case." (2) "The court erred in submitting the case to the jury, and entering up a judgment upon the verdict." (3) "The court erred in refusing to sustain the demurrer to the evidence offered by the plaintiff in error." (4) "The court erred in overruling the motion for a new trial asked by plaintiff in error." (5) "The court erred in overruling the motion in arrest of judgment asked by plaintiff in error." (6) "The court erred in entering up judgment recognizing and enforcing a mechanic's lien." (7) "The court erred in construing 'Exhibit A' (which is letter of Van Stone of Schupp, found at page 76 of printed record) to be a waiver of the time in which the mill was to be completed." (8) "The court erred in overruling the demurrer to the evidence." Van Stone v. Stillwell & Bierce Mfg. Co., 142 U. S. 128. See also Stevenson v. Barbour, 140 U. S. 48; Branch v. Texas Lumber Mfg. Co., C. C. A., 53 Fed. 846; City of Lincoln v. Sun V. St. L. Co., 59 Fed. 756; Rowe v. Phelps, 152 U. S. 87; Lloyd v. Chapman, C. C. A., 93 Fed. 599; Ry. Officials & Emp. Acc. Ass'n v. Wilson, C. C. A., 100 Fed. 368; and a valuable note in 90 Fed. cxlix. cliii. S. C. Rule 21; C. C. A., Rule 24. The following assignments have been held to be sufficient: That the court erred in overruling a motion for the direction of a verdict. Metropolitan Life Ins. Co. v. Hartman, C. C. A., 174 Fed. 801. That the court erred in not rendering judgment for the plaintiff on the pleadings, Jackson v. Mutual Life Ins. Co., C. C. A., 186 Fed. 447. It was held that an assignment of error in the language of the finding claimed to be erroneous was sufficiently specific. Doan v. Am. Book Co. (C. C. A.), 105 Fed. 772. The following assignment of an error was held sufficiently specific: "The court below sustained the motion to dismiss solely upon the ground that the appeal had not been taken within the statutory time of sixty days after the assessment, deciding that the time commenced to run from the day when the commissioners met and viewed the land, and not from the date of the return of the assessment." Clinton v. Missouri Pac. Ry. Co., 122 U. S. 469. That "the court erred in charging the jury in the following words," then quoting the objectionable language without any statement of the reasons for the objection of the same. Best v. Kessler (C. C. A.), 130 Fed. 24. See Acme Food Co. v. Meier (C. C. A.), 153 Fed. 74. Where the case was tried without a jury, that the court erred in rendering judgment for the plaintiff on the "facts found." Felker v. First Nat. Bank, C. C. A.,

196 Fed. 200, holding that the omission of the words quoted made the assignment bad. Upon an appeal from the Board of General Appraisers, an assignment that the Board erred "in overruling the protest" and another assignment that the Board erred "in not sustaining the protest," without specifying the points upon which reliance was placed, which, however, the protests set forth. U. S. v. J. Loewenthal & Co., C. C. A. 175 Fed. 777. That the court erred in granting the injunction. Doan v. Am. Book Co. (C. C. A.), 105 Fed. 772. It was held that assignments that the court erred in entering an order adjudging a petitioner guilty of contempt and erred in refusing to deny such an order were sufficient to justify the inspection of the record to ascertain whether there was any apparent error. *Re* Grove, C. C. A., 180 Fed. 62. An exception to a motion for a direction of a verdict, upon the ground that the plaintiff had no cause of action, was held sufficient to support an assignment of error that a removed case should have been continued in equity instead of on the common law side of the court. Dancel v. Goodyear Shoe Mach. Co., C. C. A., 119 Fed. 692. The court of review will, without mention of the same in an assignment of errors, consider an error that is jurisdictional. Rogers v. Penobscot Min. Co. (C. C. A.), 154 Fed. 606; Morrison v. Burnette (C. C. A.), 154 Fed. 617. That the Circuit Court of Appeals erred in affirming a judgment and entering judgment against the plaintiffs in error. Choctaw, O. & G. R. Co. v. Jackson, C. C. A., 192 Fed. 792. An error that lies at the threshold of the case and shows that the plaintiff below had no cause of action, A. Santaella & Co. v. Otto F. Lange Co. (C. C. A.), 155 Fed. 719; U. S. v. Bernays (C. C. A.), 158 Fed. 792; but see Behn Meyer & Co v. Campbell & Co Tanco, 205 U. S. 403, 51 L. ed. 857; or a fundamental error, such as that the special findings of fact are insufficient to support the judgment, Chicago, R. I. & P. Ry. Co. v. Barrett, C. C. A., 190 Fed. 118. In a suit for the infringement of a patent, a general assignment is usually sufficient. Lord Baltimore Press v. Labombarde, C. C. A., 197 Fed. 739. The Circuit Court of Appeals has also taken judicial notice of its own records in the same litigation, where no reference to the same was made in the assignment of errors. Wilson v. Calculagraph Co. (C. C. A.), 153 Fed. 961. Upon a writ of error in a criminal case, the Supreme Court considered an objection that a cruel and unusual punishment was imposed, although the same was not specified in the assignments of error. Weems v. U. S., 217 U. S. 349, 54 L. ed. 793. For cases where the courts took notice of errors that were not assigned, see Columbia Heights Realty Co. v. Rudolph, 217 U. S. 547, 54 L. ed. 877; Briscoe v. Dist. of Columbia, 221 U. S. 547, 55 L. ed. 848; New York Life Ins. Co. v. Rankin, C. C. A., 162 Fed. 103; Baltimore & O. R. Co. v. McCune, C. C. A., 174 Fed. 991; City of Memphis v. St. Louis & S. F. R. Co., C. C. A., 183 Fed. 529.

[4] Flickinger v. First Nat. Bank (C. C. A.), 145 Fed. 162.

[5] Louisville & N. R. Co. v. McClish (C. C. A.), 115 Fed. 268; Smith v. Hopkins (C. C. A.), 120 Fed. 921; Vernon v. U. S. (C. C. A.), 146 Fed. 121. An assignment

error not assigned."[3] The rules of the Circuit Court of Appeals in this respect apply to appeals in bankruptcy.[4] The assignment of errors cannot supply an omitted exception.[5] The assignment of errors cannot be limited nor enlarged by statements made in a motion for a new trial.[6] An assignment must be single and may be disregarded for duplicity.[7] Each error must be set forth in a separate assignment, although they are usually joined in the same paper.[8] Where the party aggrieved, out of abundant caution, both appealed and sued out a writ of error, and there was but one assignment of errors duly filed, which referred only to the writ of error; it was held that that was sufficient for the appeal.[9] A party who has not appealed nor sued out a writ of error cannot assign cross-errors.[10] An error may be waived after its assignment.[11] Assignments of error filed after the writ of error has been sued out or the appeal taken will be disregarded;[12] even when filed within additional time granted by the court when the appeal was allowed;[13] but an assignment, to which reference is made in the writ of

of error to a charge will not be considered unless duly taken at the trial. Tinsman v. F. R. Patch Mfg. Co. (C. C. A.), 101 Fed. 373; Waters-Pierce Oil Co. v. State of Texas, 212 U. S. 112, 53 L. ed. 431; Ficton v. Pennsylvania Co., C. C. A., 185 Fed. 81; Carlisle v. U. S., C. C. A., 194 Fed. 827. A writ of error is a sufficient exception to a judgment. Fellman v. Royal Ins. Co., C. C. A., 185 Fed. 689.

[6] Owen v. Giles (C. C. A.), 157 Fed. 825.

[7] Pickett v. U. S., 216 U. S. 456, 461, 54 L. ed. 566, 569, the joinder in the same error of a naverment of error in overruling an objection to being tried at a certain specified place and for denying a continuance.

[8] Ibid.

[9] Lockman v. Lang (C. C. A.), 132 Fed. 1.

[10] Landram v. Jordan, 203 U. S. 59, 51 L. ed. 88; Southern Pine Co. v. Ward, 208 U. S. 126, 52 L. ed. 420; Guarantee Co. of North America v. Phenix Ins. Co. (C. C. A.), 124 Fed. 170; Rogers v. Penobscot Min. Co. (C. C. A.), 154 Fed. 606; U. S. v. Goodrich (C. C. A.), 54 Fed. 21; Union Pac. Ry. Co. v. Colorado Eastern Ry. Co. (C. C. A.), 54 Fed. 22; Texas Co. v. Central Fuel Oil Co., C. C. A., 194 Fed. 1.

[11] Taylor v. Easton, C. C. A., 180 Fed. 363.

[12] Frame v. Portland Gold Mining Co. (C. C. A.), 108 Fed. 750; Webber v. Mihills (C. C. A.), 124 Fed. 64, and citatoins; Lockman v. Lang (C. C. A.), 128 Fed. 279; Simpson v. First Nat. Bank (C. C. A.), 129 Fed 257; Lockman v. Lang (C. C. A.), 132 Fed. 1; Stillwagon v. Baltimore & O. R. Co., C. C. A., 159 Fed. 97; Burchett v. U. S., C. C. A., 194 Fed. 821.

[13] Mutual Life Ins. Co. v. Conoley (C. C. A.), 63 Fed. 180.

error or appeal, will be considered to have been filed with the same, although it bears a subsequent file mark.[14] Additional assignments of error, filed after an appeal had been perfected by the service of a citation, were also disregarded;[15] but, it has been held that the court of review may allow a general assignment to be subsequently amended, so as to comply with the rule by specifically alleging errors.[16]

§ 702. Security on writ of error or appeal. The Revised Statutes provide that every judge or justice signing a citation on any writ of error or appeal shall, except in cases brought up by the United States or by direction of any department of the government, in which case none is required, take good and sufficient security that the plaintiff in error shall prosecute his writ or appeal to effect, and if he fail to make his plea good shall answer all costs.[1] The English rule that a writ of error removes the record to the court of review and prevents, during its pendency, further proceedings below, is not the law in the courts of the United States.[2] This provision is merely directory, and

[14] Tyee Consol. Min. Co. v. Langstedt (C. C. A.), 121 Fed. 709; Moore v. Moore (C. C. A.), 121 Fed. 737.

[15] P. P. Mast & Co. v. Superior Drill Co. (C. C. A.), 154 Fed. 45.

[16] Flickinger v. First Nat. Bank (C. C. A.), 145 Fed. 162.

§ 702. [1] U. S. R. S., §§ 1000, 1012. This has been held to include liability for the costs of the court of original jurisdiction as well as for those of the trial court. Expanded Metal Co. v. Bradford, 177 Fed. 604; Fidelity & Deposit Co. of Maryland v. Expanded Metal Co., C. C. A., 183 Fed. 568; Young v. Daley, 185 Fed. 209. Trustees in bankruptcy are excepted. 30 St. at L. 544, 554, § 25. Where, before the signature of the citation, another judge has approved the bond, the signature of the citation is equivalent to a new approval thereof. Farmers' L. & Tr. Co. v. Chicago & N. P. R. Co. (C. C. A.), 73 Fed. 314. The bond is not defective for failing to specify the term at which the decree appealed from was rendered. New Orleans Ins. Co. v. Albro Co., 112 U. S. 506, 28 L. ed. 809. The bond rendered need not be for the whole amount of the judgment unless a *supersedeas* is asked for. Wheeling Br. & T. R. Co. v. Cochran (C. C. A.), 68 Fed. 141; *infra*, § 703.

[2] Hubbard v. Worcester Art Museum, C. C. A., 196 Fed. 871, 873. As to appeals, see McSherry Mfg. Co. v. Dowagiac Mfg. Co., C. C. A., 160 Fed. 948; Gay v. Hudson River El. Power Co., C. C. A., 191 Fed. 828. An appeal from an order of deportation suspends execution until after the determination thereof. U. S. v. Lee, 184 Fed. 651. *Cf.* § 694, *supra*; Martin v. Hunter, 1 Wheat. 304, 4 L. ed. 97.

an omission to take a bond does not avoid the writ of error or appeal,[2a] but on a motion to dismiss the case on that ground an opportunity to file a bond will be allowed the plaintiff in error,[3] or appellant,[4] even after his time to appeal or sue out a new writ of error has expired; except in the case of gross laches.[5] But an appeal is not perfected until the bond is approved and filed.[6] The judge cannot delegate the approval of the bond to the clerk,[7] nor to a commissioner.[8] The judge may approve the bond out of court.[9] His failure to approve the bond is an irregularity that does not make the appeal void.[10] All the appellants or plaintiffs in error need not join in the bond.[11] A corporation will not be accepted as a surety when there is doubt as to its power under its charter so to act.[12] The bond must be payable to the defendants in error or appellees.[13] If the sole payee is a person not a defendant in error or appellee, the appeal

2a Davidson v. Lanier, 4 Wall. 447, 18 L. ed. 377; Seymour v. Freer, 5 Wall. 822, 18 L. ed. 564; Edmonson v. Bloomshire, 7 Wall. 306, 311, 19 L. ed. 91, 92.

3 Davidson v. Lanier, 4 Wall. 447, 18 L. ed. 377; Seymour v. Freer, 5 Wall. 822, 18 L. ed. 564; Edmonson v. Bloomshire, 7 Wall. 306, 311, 19 L. ed. 91, 92; Stewart v. Masterson, 124 U. S. 493, 31 L. ed. 507; Schenck v. Diamond Match Co. (C. C. A.), 73 Fed. 22; Herr v. St. Louis & S. F. R. Co., C. C. A., 174 Fed. 938. The plaintiff in error may be allowed to file his bond *nunc pro tunc*. Shepherd v. Pepper, 133 U. S. 626, 644, 33 L. ed. 705, 713.

4 Wickelman v. A. B. Dick Co. (C. C. A.), 85 Fed. 851; Walker v. Houghteling (C. C. A.), 104 Fed. 513; Corcoran v. Kostrometinoff, C. C. A., 164 Fed. 685.

5 Beardsley v. Arkansas & L. Ry. Co., 158 U. S. 123, 39 L. ed. 919.

6 Ibid.

7 O'Reilly v. Edringtotn, 96 U. S. 724, 24 L. ed. 659; National Bank v. Omaha, 96 U. S. 737, 24 L. ed. 881; Freeman v. Clay (C. C. A.), 48 Fed. 849. In such a case, leave to file a new bond will usually be given. Chicago Dollar Director Co. v. Chicago D. Co. (C. C. A.), 65 Fed. 463.

8 Haskins v. St. Louis & S. E. Ry. Co., 109 U. S. 106, 27 L. ed. 873.

9 Hudgins v. Hemp, 18 How. 530, 15 L. ed. 511.

10 Amadeo v. No. Assurance Co., 201 U. S. 194, 50 L. ed. 722.

11 Brockett v. Brockett, 2 How. 238, 11 L. ed. 251. The bond is not defective because the court refused to entertain a motion for the withdrawal of its approval to a surety after a month's delay. National Harrow Co. v. Hench, 81 Fed. 1005.

12 Black v. Black, 53 Fed. 985.

13 Bigler v. Waller, 12 Wall. 142; Swan v. Hill, 155 U. S. 394. An omission in this respect may be cured by amendment in the appellate court. Farmers' L. & Tr. Co. v. Chicago & N. P. R. Co. (C. C.

will be dismissed.[14] Where the proceding is in the name of a State at the relation of an individual, the bond may be payable in the alternative to either the State or the relator, and either may enforce it.[15] No security is required upon a writ of error to the judgment of conviction of a crime in a court of the United States.[16] No bond is required on a writ of error or appeal by direction of the Comptroller of the Currency in a suit against a receiver of a national bank.[17] An error in the names of the parties,[18] or an omission of some who should be obligees,[19] or an error in the description of the decree,[20] in an appeal or *supersedeas* bond, may be cured by an amendment. In a proper case a party may be allowed to take an appeal or to sue out a writ of error *in forma pauperis* without a bond;[21] but it has been held that leave to do this by a party unable to pay the fees or to give the bond is not a matter of course,[22] and may be denied when his assignment of errors is clearly frivolous.[23] An appeal bond, given on an appeal from a judgment at law in a

A.), 73 Fed. 314. Gilbert v. Hopkins, C. C. A., 198 Fed. 849. A writ is not defective because other parties are also joined as obligees. Hill v. Chicago & E. Ry. Co., 129 U. S. 170, 32 L. ed. 651.

14 Davenport v. Fletcher, 16 How. 142, 14 L. ed. 879.

15 Spalding v. People, 2 How. 66, 11 L. ed. 181.

16 25 St. at L., ch. 113, § 6, p. 656; *Re* Claasen, 140 U. S. 200, 208, 35 L. ed. 409, 412. See 20 St. at L., ch. 176, § 2, p. 354.

17 Pacific Bank v. Mixter, 114 U. S. 463, 29 L. ed. 221; Robinson v. Southern Bank, 94 Fed. 22. A bond for costs is required upon an appeal by an individual to the Circuit Court from a ruling of the Board of General Appraisers. In *re* Certain Merchandise, 64 Fed. 576.

18 Knox County v. U. S., 131 U. S. clxvi, 25 L. ed. 191.

19 Farmers' L. & Tr. Co. v. Chicago & N. P. R. Co. (C. C. A.), 73 Fed. 314; Blaffer v. New Orleans Water Supply Co. (C. C. A.), 160 Fed. 389.

20 New Orleans Ins. Co. v. Albro Co., 112 U. S. 506, 28 L. ed. 809; Western Union Tel. Co. v. Wright, 168 Fed. 558; Louisville & N. R. Co. v. Silcr, 186 Fed. 176; Omaha & Council Bluffs Street Ry. Co. v Interstate Commerce Commission, 222 U. S. 582, 56 L. ed. 324. Where an injunction forbidding the infringement of a patent was stayed pending an appeal, the appellate court enjoined the defendant from transferring its property until after the appeal had been decided. United Wireless Tel. Co. v. Nat. El. Signaling Co., C. C. A., 198 Fed. 385.

21 Volk v. B. F. Sturtevant Co. (C. C. A.), 99 Fed. 532; Fuller v. Montague, 53 Fed. 204; *supra*, § 413.

22 The Presto (C. C. A.), 93 Fed. 522; Brinkley v. Louisville & N. R. Co., 95 Fed. 345.

23 Ibid.

Federal court, which was a nullity and ineffective to stay execution or for any purpose, is without consideration, will not support an action and cannot be enforced against the obligors.[24]

§ 703. Supersedeas. A *supersedeas* is a stay of proceedings upon a judgment or decree to which a writ of error is issued or from which an appeal is taken.[1] To secure a *supersedeas* in a civil case, the writ of error or appeal, and the security required to be given upon the issue of a citation, must be lodged in the clerk's office for the use of the defendant in error or appellee within sixty days, Sundays exclusive, after the rendering of the judgment. Security must also be given that the plaintiff in error, if he fail to make his plea good; will answer all damages and costs.[2] The latter security, if filed concurrently with the issue of the citation and the lodging of the writ of error in the clerk's office, or at any time within the said sixty days, Sundays exclusive, may be approved by the judge or justice who signs the citation, and operates as a stay as a matter of right.[3] Otherwise, it can only operate as a stay by the permission of a judge or justice of the appellate court, and then only if the writ of error was sued out and served within

[24] U. S. v. Morris' Heirs, 153 Fed. 240.

§ 703. [1] U. S. R. S., § 1007.

[2] U. S. R. S., §§ 1000, 1007. A receiver may be relieved from filing a bond to secure a *supersedeas*. Central Tr. Co. v. St. Louis & T. Ry. Co., 41 Fed. 551. *Cf.* Ferguson v. Dent, 29 Fed. 1. As to trustees in bankruptcy, see 30 St. at L. 544, 551, § 25, *supra*, § 494. A bond conditioned that the appellants "shall duly prosecute their appeal with effect, and moreover pay the amount of costs and damages rendered and to be rendered in case the decree shall be affirmed" by the Supreme Court, was held sufficient. Knox County v. U. S., 109 U. S. 229, 27 L. ed. 914. But see Peace R. Pk. Co. v. Edwards (C. C. A.), 70 Fed. R. 728. A bond conditioned that the plaintiff in error "shall prosecute its writ of error to effect, and answer all damages and costs if it shall fail to make the plea good," was held sufficient. Chateaugay Ore & Iron Co. v. Blake, 35 Fed. 804.

As to the form of a *supersedeas* bond, see In *re* Woerishoffer (C. C. A.), 74 Fed. 915. It has been held to be immaterial that is only signed by one of the plaintiffs in error. McClellan v. Pycatt (C. C. A.), 49 Fed. 259.

[3] U. S. R. S., § 1007; Kitchen v. Randolph, 93 U. S. 86, 23 L. ed. 810; Danville v. Brown, 128 U. S. 503, 32 L. ed. 507. Where the dates upon the papers are within the sixty days, it is incumbent upon the appellee to show that the bond was approved *nunc pro tunc*. The Colonel McLeod, 112 U. S. 710, 28 L. ed. 825.

the sixty days.[4] Where through a mistake of law an appeal instead of a writ of error was taken within the sixty days, it was held that a *supersedeas* could not be obtained, although a writ of error was subsequently sued out.[5] If a petition for a rehearing is duly filed, or a motion for a new trial duly made, or a motion to set aside the judgment made during the term, the time does not begin to run until the petition or motion has been denied.[6] The application for a *supersedeas* should not be made to the appellate court.[7] It has been said that a *supersedeas* bond is not defective because executed before the entry of the decree from which the appeal was taken, if approved and delivered after such entry;[8] but that a *supersedeas* approved after a writ of error has been allowed but not issued

[4] U. S. R. S., § 1007; Kitchen v. Randolph, 93 U. S. 86, 23 L. ed. 810; Sage v. Central R. Co. of Iowa, 93 U. S. 412, 23 L. ed. 933; Pengh v. Davis, 110 U. S. 227, 28 L. ed. 127; Covington S. Y. Co. v. Keith, 121 U. S. 248, 30 L. ed. 914. Where a motion for a new trial has been duly made, the time does not expire until sixty days after the decision of the motion, although no stay of execution has been obtained. Sanborn v. Bay, C. C. A., 194 Fed. 37. A stay pending an application for the writ of certiorari does not extend the time. Title Guaranty & Surety Co. v. U. S., 222 U. S. 401, 56 L. ed. 248.

[5] Saltmarsh v. Tuthill, 12 How. 387, 13 L. ed. 1034. If the writ of error was not sued out within the sixty days, neither the appellate court, nor the court below, nor any judge can grant a *supersedeas*. New England R. Co. v. Hyde (C. C. A.), 101 Fed. 397; Logan v. Goodwin (C. C. A.), 101 Fed. 654; Robinson v. Furber, 189 Fed. 918. It was held otherwise as regards the time for filing a bill of exception. Sena v. U. S., C. C. A., 195 Fed. 244. Where an appeal had been dismissed because of the fault of the clerk of the trial court to send up the transcript in due time, the appellant was permitted to take a second appeal, and it was held that his time to file a *supersedeas* began to run anew. Sutherland v. Pearce, C. C. A., 186 Fed. 787. The court in which a judgment was entered has power at the same term to set such judgment aside, and reenter it so as to give effect to the *supersedeas*. Sage v. Central R. Co. of Iowa, 93 U. S. 412, 23 L. ed. 933; Memphis v. Brown, 94 U. S. 715, 24 L. ed. 244.

[6] Brockett v. Brockett, 2 How. 238, 11 L. ed. 251; Memphis v. Brown, 94 U. S. 715, 24 L. ed. 244; Texas & Pac. Ry. Co. v. Murphy, 111 U. S. 488, 28 L. ed. 492; Nevada Bank of San Francisco v. Steinmetz, 65 Cal. 219.

[7] Covington S. Y. Co. v. Keith, 121 U. S. 248, 30 L. ed. 914.

[8] Chateaugay Ore & Iron Co. v. Blake, 35 Fed. 804. The *supersedeas* was allowed when the bond was approved before the writ of error was sued out. McClelan v. Pyeatt (C. C. A.), 49 Fed. 259.

is a nullity.[9] The *supersedeas* to a judgment of a State court does not operate until the time when the writ of error, or a copy of the same, is lodged in the clerk's office of the court where the judgment which is to be reviewed was entered.[10] The bond must be approved by the judge who signs the citation; and when the citation is signed by a judge of the appellate court, neither the judge nor the clerk of the court below has the power to give such approval.[11] The approval of the bond need not

[9] *Ex parte* Ralston, 119 U. S. 613, 30 L. ed. 506.

[10] Foster v. Kansas, 112 U. S. 201, 28 L. ed. 629. As to Circuit Courts of Appeal, see McCarley v. Mitchee, 108 Fed. 194. It was said that the bond is executed in the State where it is filed, although signed elsewhere. Howard Ins. Co. v. Silverberg (C. C. A.), 94 Fed. R. 921. In case of an appeal from the District Court of Alaska, it was held that filing in the clerk's office below certified copies of the order of a judge of the Circuit Court of Appeals allowing an appeal, of the assignment of errors and of the *supersedeas* bond, together with the original writ of *supersedeas*, was sufficient. Tornanses v. Melsing (C. C. A.), 106 Fed. 775, 786; *Re* McKenzie, 180 U. S. 536, 45 L. ed. 657.

[11] Gay v. Hudson River El. Power Co., 190 Fed. 812.

Except in case of a gross abuse of discretion, the action of the judge in approving the amount and sufficiency of the sureties to a *supersedeas* bond will not be reviewed. Jerome v. McCarter, 21 Wall. 17, 22 L. ed. 515; *Ex parte French*, 100 U. S. 1, 25 L. ed. 529; Martin v. Hazard P. Co., 93 U. S. 302, 23 L. ed. 885. But see Stafford v. Union Bank, 16 How. 135, 14 L. ed. 876; s. c. 17 How. 275, 15 L. ed. 101. The judge may allow the sureties each to bind himself for a part of the penal sum and not to make themselves jointly and severally liable for the whole amount. New Orleans Ins. Co. v. E. D. Albro & Co., 112 U. S. 506, 28 L. ed. 809. *Cf.* Mexican Nat. Const. Co. v. Rensens, 118 U. S. 49, 30 L. ed. 77. A motion to increase the *supersedeas* bond must be addressed to the appellate court. Clarke v. Eureka County, 131 Fed. 145. Where a defective *supersedeas* bond has been filed and approved, or a defective writ of error issued, the proper remedy is a motion to vacate the *supersedeas*. Power v. Baker, 112 U. S. 710, 28 L. ed. 825; *Ex parte* French, 100 U. S. 1, 25 L. ed. 529; or to dismiss the writ of error, *Ex parte* French, 100 U. S. 1, 25 L. ed. 529; as the case may be; not an application for a mandamus to compel the inferior court to enforce the judgment. Power v. Baker, 112 U. S. 710, 28 L. ed. 825. Upon a motion to vacate a *supersedeas*, so much of the record must be printed as to enable the court to understand the case, unless the parties agree on the facts. Wood v. Richards, 131 U. S. xeviii, 19 L. ed. 831. Notice of the motion must be given to the appellant or plaintiff in error. Ibid. In the absence of fraud, on a motion to vacate a *supersedeas* for an amendable defect in the bond, the appellate court will usu-

be in writing.[12] The security upon a *supersedeas,* where the judgment or decree is for the recovery of money not otherwise secured,[13] must equal the whole amount of the judgment or decree, including just damages for delay, and costs and interest on the appeal.[14] In suits where the property in controversy necessarily follows the event of the suit, as in real actions, replevin, and suits on mortgages; or where the property is in the custody of the marshal under admiralty process, as in the case of a capture or seizure; or where the proceeds thereof, or a bond for the value thereof, is in the custody or control of the court,—indemnity is only required in an amount sufficient to secure the sum recovered for the use and detention of the property, and the costs of the suit, and just damages for delay

ally order that the *supersedeas* be vacated, unless the appellant or plaintiff in error files a new bond in such a sum and within such a time as may be allowed by the court. Knox County v. U. S., 131 U. S. clxvi, 25 L. ed. 191. Where the bond failed to name any penal sum permission was given to file a new bond *nunc pro tunc.* Union Pac. R. Co. v. Callaghan, 161 U. S. 91, 40 L. ed. 628. When the *supersedeas* bond is a nullity because filed or allowed too late or too soon, *Ex parte* Ralston, 119 U. S. 613, 30 L. ed. 506, or because the writ of error was not sued out or served in time, Western A. L. Cons. Co. v. McGillis, 127 U. S. 776, 32 L. ed. 324, a motion to vacate the *supersedeas* will be denied as useless. Upon a writ of error to a final order in a condemnation proceeding instituted in a State and removed to a Federal court, the Supreme Court entered an order modifying the *supersedeas,* by directing that it have no greater extent than the State statute allowed in case of an appeal to a Stte court of review. East Tenn., V. & G. R. Co. v. Southern Tel. Co., 112 U. S. 306, 28 L. ed. 746. The appellate court may vacate a *supersedeas,* when the approval of the bond was obtained by fraud and perjury; in such a case it may refuse to accept a new bond, Railroad Co. v. Schutte, 100 U. S. 644, 25 L. ed. 605; and it may order new security when the circumstances of the sureties or of the parties or of the case have so changed since the bond was approved as to make the security originally given insufficient. Jerome v. McCarter, 21 Wall. 17, 22 L. ed. 515; Williams v. Claflin, 103 U. S. 753, 26 L. ed. 606; Martin v. Hazard P. Co., 93 U. S. 302, 23 L. ed. 885. See Harwood v. Dieckerhoff, 117 U. S. 200, 29 L. ed. 887.

[12] Davidson v. Lanier, 4 Wall. 447, 18 L. ed. 377. Where the judge who signed the citation took the oath of the sureties to their sufficiency, his approval of the bond was presumed. Silver v. Ladd, 6 Wall. 440, 18 L. ed. 828.

[13] S. C. Rule 29; C. C. A. 13; Fuller v. Aylesworth (C. C. A.), 75 Fed. 694.

[14] S. C. Rule 29; C. C. A. Rule 13. A judgment against a county for the payment of drainage war

and costs and interest on the appeal.[15] The condition of the obligation, that the appellant shall prosecute his appeal to effect,

ments, although it contains a provision for a mandamus, is one for money not otherwise secured. Fuller v. Aylesworth (C. C. A.), 75 Fed. 694. But see U. S. v. New Orleans, 8 Fed. 112. It has been held that a decree declaring a lien for a sum of money upon certain property, and directing that the defendant pay the same within sixty days, and, in default of such payment, that plaintiff have leave to apply to the court for further order, is not. Louisville, N. A. & C. Ry. Co. v. Pope (C. C. A.), 74 Fed. 1. *Cf.* Johnson v. Waters, 108 U. S. 4, 27 L. ed. 630. It has been held that the *supersedeas* bond upon appeal from a decree upon a creditor's bill subjecting property to the payment of a judgment must be for the whole amount of the judgment. In re Holladay, 28 Fed. 117.

[15] S. C. Rule 29; C. C. A. Rule 13. It has been held that the *supersedeas* bond on an appeal from a decree of foreclosure does not secure payment of the amount of the decree, nor of the interest thereon, nor of a deficiency, which may arise upon a sale, Kountze v. Omaha Hotel Co., 107 U. S. 378, 27 L. ed. 609; nor of a loss by the mortgagee of an opportunity to buy the property at a reduced price on the sale, and make a profit by a subsequent rise of value, Jerome v. McCarter, 21 Wall. 17, 22 L. ed. 515; but merely the costs, deterioration by waste, and for want of repairs, accumulation of taxes, and loss by fire not covered by reasonable insurance; that it is very doubtful whether it secures against loss by a deterioration of the market value of the property; and that an addition to the statutory condition of a provision that the appellant "shall pay for the use and detention of the property covered by the mortgage during the pendency of the appeal," is nugatory, and does not enlarge the liability of the sureties. Kountze v. Omaha Hotel Co., 107 U. S. 378, 27 L. ed. 609. Where the decree in a foreclosure suit directed the defendant to account for rents and profits and waste, an additional amount equal to the sum found due from him was added to the amount of the *supersedeas* bond. National Bank v. McGahan, 45 Fed. 280. Upon an appeal to the Supreme Court from a decree for the delivery of coupon bonds, the amount of the *supersedeas* bond was fixed at interest at seven per cent. upon the aggregate of the coupons already due, and which would accrue in four years and ten per cent. damages on the aggregate of interest besides costs. Massachusetts & S. Const. Co. v. Tp. of Cherokee, 42 Fed. 750. On a writ of error to a judgment of ejectment, with nominal damages, the *supersedeas* need not be sufficient to cover the damages which might be recovered in an action for mesne profits, nor, it seems, other similar damages which might be sustained by want of possession. Roberts v. Cooper, 19 How. 373, 15 L. ed. 687. It has been said that just damages for delay may include any loss arising from the insolvency of stipulators in admiralty. The Sydney, 17 Fed. 260, 263. But see Leary v. Murray, C. C. A., 178 Fed.

is substantially equivalent to prosecuting his appeal with success: to make substantial and prevailing the appellant's attempt to

209. It has been said that the sureties on a *supersedeas* bond in equity are liable for the amount of the decree from which the appeal is taken and for compensation for the delay; but not for any compensation for the delay not imposed upon the principal in the decree of affirmance. It was held that they are not liable for interest upon a fund in the hands of a receiver when the decree of affirmance is silent as to the interest on the same. Rosenstein v. Tarr, 51 Fed. 368; S. C. affirmed in error as Tarr v. Rosenstein (C. C. A.), 53 Fed. 112. It has been held that, in the absence of misconduct or unreasonable delay by the appellant, there is no liability for interest upon a fund that has been deposited in court, when the actual accumulations on the deposit are paid to the respondents. Pike v. Gregory (C. C. A.), 118 Fed. 128. The obligee of a bond, superseding an order confirming a sale of land, can recover upon the affirmance, the value of the use and occupation or the rents and profits during the time the purchaser was kept out of possession by the appeal. Woodworth v. Northwestern Mut. L. Ins. Co., 185 U. S. 354, 46 L. ed. 945. Where, after a decree of the foreclosure of a chattel mortgage, the appellant by giving a *supersedeas* bond, conditioned that he would hold the property "subject to the proper order and decree that may be entered finally in said cause," obtained possession thereof, and pending the appeal the property was destroyed by fire; it was held that the obligors were liable for the whole value of the property. Perry v. Tacoma Mill Co. (C. C. A.), 152 Fed. 115.

The claim, that a decree of foreclosure erroneously adjudicated that certain property was not covered by the mortgage, cannot be set up as a defense to an action upon the *supersedeaes* bond. Ibid.

Where there was no order staying the operation of an injunction, damages for its violation, pending an appeal, are not covered by the *supersedeas*, although both parties supposed that the effect thereof was to suspend the injunction. Green Bay & M. Canal Co. v. Norrie (C. C. A.), 128 Fed. 896, affirming 118 Fed. 923. Upon an appeal from a decree for the delivery of the possession of real estate on or before a certain date, the Circuit Court of Appeals postponed the date of the delivery of possession. It was held that the sureties were not liable for the value of the use of the property and waste of the same during the extended time. Crane v. Buckley, 203 U. S. 441, 51 L. ed. 260, affirming (C. C. A.,) 138 Fed. 22. Upon the affirmance of a decree dissolving a partnership and directing the defendant to pay a specified sum to the complainant and the equal division of the surplus, it was held that the complainant was not entitled to a proportionate share in the profits made by a receiver pending the appeal, although a *supersedeas* had been granted. Ruggles v. Buckley, C. C. A., 192 Fed. 907. For a case where it was held that the surety was not liable for a loss caused by the insolvency of an insurance company pending

reverse the decree or judgment awarded against him.[16] Upon an appeal from an interlocutory order or decree granting or continuing or refusing or dissolving or refusing to dissolve an injunction or appointing a receiver, "the proceedings in other respects in the court below shall not be stayed unless otherwise ordered by that court or by the appellate court or judge thereof during the pendency of such appeal: Provided, however, that the court may require, as a condition of the appeal, an additional bond."[17] "On all appeals from any interlocutory order or decree granting or continuing an injunction in a District Court, the appellant shall, at the time of the allowance of the said appeal, file with the clerk of such District Court a bond to the opposite party in such sum as such court shall direct, to answer all costs if he shall fail to sustain his appeal."[18] "When an appeal from a final decree, in an equity suit, granting or dissolving an injunction, is allowed by a justice or a judge who took part in the decision of the cause, he may, in his discretion, at the time of such allowance, make an order suspending, modifying or restoring the injunction during the pendency of the appeal, upon such terms, as to bond or otherwise, as he may consider proper for the security of the rights of the opposite party."[19] Otherwise a *supersedeas* upon an appeal from

an appeal, see Leary v. Murray, C. C. A., 178 Fed. 209, 216.

[16] Crane v. Buckley, 203 U. S. 441, 447, 51 L. ed. 260, 263.

[17] Jud. Code, § 129, 26 St. at L. 826; 31 St. at L. 660; 36 St. at L. 1087. The stay is discretionary, not a matter of right. In re Haberman Mfg. Co., 147 U. S. 525, 37 L. ed. 266. *Cf.* Wakelee v. Davis, 48 Fed. 612. See §§ 300, 325, *supra*. In Cotting v. Kansas City Stockyards Co., 82 Fed. 850, a decree was entered dismissing the bill, but an injunction was continued pending an appeal. Where an injunction was continued pending an appeal to the Circuit Court of Appeals from an order for its dissolution, it was held that it still continued after an affirmance by the Circuit Court of Appeals pending a *certiorari* from the Supreme Court. Stafford v. King (C. C. A.), 90 Fed. 136; Hitz v. Jenks, 185 U. S. 155, 46 L. ed. 851.

[18] C. C. A., Rule 13.

[19] Equity Rule 74. Where an order allowing an appeal from an order dissolving an injunction ordered that a *supersedeas* to the order appealed from be granted upon the filing of a bond to be approved; held that, upon the approval and filing of the bond, the injunction was continued in force. New River Mineral Co. v. Seeley, 117 Fed. 981. Where the court of first instance, after ordering an injunction, had granted the defendant's motion for a stay pending an appeal, the Circuit Court of Appeals denied the

a decree dissolving an injunction does not continue the injunction in force,[20] and a *supersedeas* upon an appeal from a decree granting or continuing an injunction does not suspend the operation of the injunction.[21]

A writ of error to a judgment of conviction of a capital crime in a court of the United States operates as a stay of proceedings without the filing of any bond or other security.[22] A *supersedeas* to a judgment of conviction of another crime is obtained by the service of the writ of error before the return-day, without any security, provided the judge who signs the citation directs that the writ of error operate as a *supersedeas*.[23] Such judge may require security as a condition of the *supersedeas*.[24] An appearance bond in addition to a *supersedeas* bond is required

complainant's application to require a bond when no request for the same had been made to the former court and no new matters affecting the motion had arisen or been discovered by the complainant since. Pneumatic Scale Corporation v. Automatic Weighing Mach. Co., C. C. A., 200 Fed. 572. An injunction enforcing an order of the Interstate Commerce Commission may thus be stayed. Upon an appeal from an order appointing a receiver, a writ of *supersedeas* may order the receiver to return the property to the appellant. *Re* Noyes (C. C. A.), 121 Fed. 209; *supra*, § 428. But will not be unless it appears that the damage to defendants from the enforcement of the decree will be greater than that which would result to shippers from its suspension. Interstate Commerce Commission v. Southern Pac. Co. et al., 137 Fed. 606. Where, in a suit to enjoin the infringement of a patent, it appeared that before a hearing could be had on an appeal the patent would have expired, a *supersedeas* was denied. Timolat et al. v. Philadelphia Pneumatic Tool Co., 130 Fed. 903. Where an order denying an injunction was affirmed, the appellate court denied a motion for a restraining order pending an application to the Supreme Court for a *certiorari*. Hall v. Ames, C. C. A. 190 Fed. 138.

20 Hovey v. McDonald, 109 U. S. 150, 161, 27 L. ed. 888, 891. Slaughter-House Cases, 10 Wall. 273, 19 L. ed. 915.

21 Knox County v. Harshman, 132 U. S. 14, 33 L. ed. 249; Ozark Land Co. v. Leonard, 24 Fed. 658; s. c., Leonard v. Ozark Land Co., 115 U. S. 465, 29 L. ed. 445; Interstate Comm. Com'n v. Louisville & N. R. Co., 101 Fed. 146; Green Bay & M. Canal Co. v. Norrie (C. C. A.), 128 Fed. 896. But a sale made pending the *supersedeas* may, as between the parties, be set aside upon a reversal. Hitz v. Jenks, 185 U. S. 155, 46 L. ed. 851.

22 25 St. at L., ch. 113, § 6, p. 656.

23 *Re* Claasen, 140 U. S. 200, 208, 35 L. ed. 409, 412.

24 *Ibid.*

to secure the enlargement of the prisoner.[25] It has been held: that, after his time to sue out a *supersedeas* has expired, the plaintiff in error may be admitted to bail; that, in case the trial court refuses his application for this, the court of review may release him upon bail.[26] Where the crime is not capital, bail upon a writ of error is usually accepted until a reasonable time for the filing of the transcript has been allowed.[27] In case of a conviction of a capital crime the Supreme Court rules provide that the District Court, or any justice or judge thereof, may, after the citation is served, admit the accused to bail in such an amount as may be fixed.[28] A special rule regulates stays upon appeals in *habeas corpus* proceedings.[29] A *supersedeas* operates only in favor of those defendants who have applied for and obtained it.[30] The judgment may be enforced against the rest, although they have joined in the writ of error.[31]

An appeal in admiralty, with a *supersedeas,* stays an execution against the stipulators as well as against the principal.[32] A *supersedeas* merely operates as a stay of proceedings; it does not invalidate proceedings perfected before it took effect.[33] It

[25] Hardesty v. U. S., C. C. A., 184 Fed. 269.

[26] McKnight v. U. S. (C. C. A.), 113 Fed. 451; *supra*, § 493.

[27] *Ibid.*

[28] S. C. Rule 36; Hudson v. Parker, 156 U. S. 277, 39 L. ed. 424. *Cf.* U. S. v. Hudson, 65 Fed. 68.

[29] S. C. Rule 34; C. C. A. Rule 33; *supra*, § 467.

[30] *Ex parte* French, 100 U. S. 1, 25 L. ed. 529. An equitable part-owner of real estate was allowed on his appeal a *supersedeas* against a writ of possession against the land, although the holder of the legal title, who was the joint equitable owner, had not appealed. Hunt v. Oliver, 109 U. S. 177, 27 L. ed. 897.

[31] *Ibid.*

[32] The Belgenland, 108 U. S. 153, 27 L. ed. 685.

[33] Boise County v. Gorman, 19 Wall. 661, 22 L. ed. 226; s. c., 131 U. S. cxxv, 22 L. ed. 148; Hovey v. McDonald, 109 U. S. 150, 159, 27 L. ed. 888, 891. A judgment of ouster in *quo warranto* takes effect upon its rendition and the *status quo* is not reinstated by the *supersedeas.* Olmstead v. Distilling & C. F. Co., 73 Fed. 44. Where a writ of error was issued from the Supreme Court to the judgment of a State court removing a State officer, and before the *supersedeas* took effect a successor to such officer was apopinted, it was held that such successor was not guilty of contempt by continuing to discharge the duties of his office subsequent to the *supersedeas.* Foster v. Kansas, 112 U. S. 201, 28 L. ed. 629. The judge who grants the *supersedeas* has the jurisdic-

stays further proceedings under an execution previously issued, but it does not set aside a levy previously made.[34] It seems that, notwithstanding a *supersedeas,* the court in which the decree or judgment was entered may, at the same term, correct a clerical error or otherwise perfect the judgment or decree; "since those things which are amenable before error brought are amendable afterwards, so long as diminution may be alleged and *certiorari* awarded; provided, of course, that the time for

tion to grant an order that, pending the appeal from an order appointing him, a receiver surrender possession of certain property, and he must obey such direction unless it is vacated. Tornanses v. Melsing (C. C. A.), 106 Fed. 775, 788; *Re* Mackenzie, 180 U. S. 536, 45 L. ed. 657. Where there is no *supersedeas* a receiver who makes a payment in obedience to a decree or order pending an appeal therefrom incurs no liability in case of a reversal. Hovey v. McDonald, 109 U. S. 150, 27 L. ed. 888. Eq. Rule 93. After an appeal in a proceeding *in rem,* or for the foreclosure of a mortgage, has been perfected, the court in which the decree was entered may sell the property in its custody, when perishable, and invest the proceeds. Jennings v. Carson, 4 Cranch, 2, 2 L. ed. 531; Spring v. South Carolina Ins. Co., 6 Wheat. 519, 5 L. ed. 320; Bronson v. La Crosse & M. R. Co., 1 Wall. 405, 17 L. ed. 616, and may allow a receiver to manage it; if a railroad, to operate it. Bronson v. La Crosse & M. R. Co., 1 Wall. 405, 17 L. ed. 616, and to keep it in repair. *Ibid.;* Grant v. Phœnix M. L. I. Co., 121 U. S. 118, 30 L. ed. 909. The court may postpone a sale till after the determination of the appeal although there has been no *supersedeas.* Bound v. South Carolina Ry. Co., 55 Fed. 186; *supra,* § 394. The attorneys of record have authority, where an appeal from a decree of sale has been taken but no *supersedeas* obtained, to stipulate that the property may be sold and the proceeds paid into court to abide the determination of the appeal; and the purchaser whose purchase-money has been thus paid into court may retain the property, although the decree is reversed. Holladay v. Stuart, 151 U. S. 229, 38 L. ed. 141. Beyond this, the court below should not interfere with the property or its revenue. Bronson v. La Crosse & M. R. Co., 1 Wall. 405, 17 L. ed. 616. The court below should not, after an appeal, at least pending a *supersedeas,* deliver the property in its custody to a third person not a receiver of the same court. *Ibid.* But see Union Mut. L. Ins. Co. v. Windett, 36 Fed. 838. After a writ of error to a judgment of a District Court, that court may issue an injunction to stay proceedings on the judgment. Parker v. The Judges, 12 Wheat. 561, 6 L. ed. 729.

[34] Boise County v. Gorman, 19 Wall. 661, 22 L. ed. 226. Loy v. Alston, C. C. A., 172 Fed. 90, 97, holding that an order setting aside such a levy was erroneous.

amendment has not passed by."[35] Where the inferior court proceeds in violation of the *supersedeas*, the appellate court, after the return is filed there, may issue a writ appropriate to the case to stay the proceedings below,[36] or may punish for contempt the judge who thus proceeds, as well as the attorney and party to the proceeding.[37] A party who has appealed from a decree may be restrained from enforcing any part of it, although there is a cross-appeal by his opponent, and no *supersedeas* has been obtained.[38] Where no *supersedeas* has been obtained, the court below may be compelled by mandamus to enforce its decree, if it refuses to proceed pending an appeal.[39] It has been held that a *supersedeas* bond, upon an appeal inadvertently allowed from a judgment at common law, does not bind the sureties.[40] The issue of an execution against a judgment debtor is not a prerequisite to a proceeding against the sureties on a *supersedeas* bond.

[35] Hovey v. McDonald, 109 U. S. 150, 157, 27 L. ed. 888, 890, per Bradley, J. But it has been held: that by the allowance of a writ of error and the approval of a *supersedeas*, the trial court lost jurisdiction to correct an error in the judgment apparent on the face of the record. McKay v. Neussler (C. C. A.), 148 Fed. 86; and that after the perfection of an appeal from a judgment allowing or rejecting a claim in bankruptcy, the District Court cannot grant a rehearing. First Nat. Bank v. State Nat. Bank (C. C. A.), 131 Fed. 430.

A District Court has no power to vacate its decree. Ensminger v. Powers, 108 U. S. 292, 27 L. ed. 732. See *supra*, § 443, 444; or allow the answer to be amended and the case opened for further proof after an appeal therefrom has been perfected, although there is no *supersedeas*. Western Wheel Scraper Co. v. Drenner, 79 Fed. 820. A motion for a new trial may be made in the Court of Claims while an appeal is pending in the Supreme Court. U. S. v. Ayres, 9 Wall. 608, 19 L. ed. 625.

[36] Green v. Van Buskirk, 3 Wall. 448, 18 L. ed. 245; *Ex parte* Milwaukee R. Co., 5 Wall. 188, 18 L. ed. 676; Slaughter House Cases, 10 Wall. 273, 19 L. ed. 915; Goddard v. Ordway, 94 U. S. 672, 24 L. ed. 237; Stockton v. Bishop, 2 How. 74, 11 L. ed. 184. But see Bronson v. La Crosse & M. R. Co., 1 Wall. 405, 17 L. ed. 616.

[37] *Re* Noyes (C. C. A.), 121 Fed. 209; *supra*, § 428.

[38] Bronson v. La Crosse & M. R. Co., 1 Wall. 405, 409, 17 L. ed. 616.

[39] Stafford v. Union Bank, 17 How. 275, 15 L. ed. 101,

[40] Jabine v. Oates, 115 Fed. 861.

[41] Babbitt v. Finn, 101 U. S. 7, 25 L. ed. 820. The liability of the sureties upon a *supersedeas* bond to secure loss by the deterioration of attached property is not affected by the omission to enter a personal judgment against the defendant

An attachment or trustee process from a State court against the sureties to a *supersedeas* bond in a suit against the obligee is no defense to a suit in the Federal court on the *supersedeas* bond.[42] It is the practice in admiralty, in the Second Circuit,[43] and in all cases in Alabama where the State practice permits this [44] in the Fifth Circuit, and it seems in the Eighth Circuit, in cases from Nebraska, where the State practice also permits this,[45] and in the Ninth Circuit, in cases from Washington;[46] for the District Court to give summary judgment against the obligors upon the *supersedeas* bond, when entering a decree of affirmance. Such a motion should not be made to the appellate court.[47] In the Third Circuit, upon compliance with the conditions of the bond, the surety is entitled to a writ of *fiori facias* against his principals.[48] Upon the discharge of the liability

when after the sale there is a deficiency in the amount found to be due the plaintiff. Dexter, H. & Co. v. Sayward, 84 Fed. 296. *Cf.* s. c., 79 Fed. 237. Nor are they relieved because the plaintiff in error failed to state what was necessary to give jurisdiction to the Circuit Court of Appeals. *Ibid.* A suit may be brought against the sureties upon the filing of the mandate below without waiting for the entry of judgment upon that mandate. Davis v. Patrick (C. C. A.), 57 Fed. 909.

[42] Rosenstein v. Tarr, 51 Fed. 368, s. c. as Tarr v. Rosenstein (C. C. A.), 53 Fed. 112.

[43] The Sydney, 47 Fed. 260, 262; The Wanata, 95 U. S. 600, 24 L. ed. 461; The Belgenland, 108 U. S. 153, 27 L. ed. 685; See also Hiriart v. Ballon, 9 Pet. 156, 9 L. ed. 85; Beall v. New Mexico, 16 Wall. 535, 21 L. ed. 292; Marchand v. Frellsen, 105 U. S. 423, 26 L. ed. 1057; *Ex parte* Sawyer, 21 Wall. 235, 22 L. ed. 617; Babbitt v. Shields, 101 U. S. 7, 25 L. ed. 820.

[44] Gordon v. Third Nat. Bank (C. C. A.), 56 Fed. 790; s. c., Third Nat. Bank v. Gordon, 53 Fed. 471. See Humes v. Third Nat. Bank, 54 Fed. 917; s. c., *Re* Humes, 149 U. S. 192, 37 L. ed. 698. An order denying a motion for a summary judgment against the sureties was held, in the district of Washington, to be no bar to a subsequent suit against them. Dexter, H. & Co. v. Sayward, 84 Fed. 296.

[45] Brown v. Northwestern Mutual L. Ins. Co. (C. C. A.), 119 Fed. 148. For questions which were certified to the Supreme Court, see Woodworth v. Northwestern Mut. L. Ins. Co., 185 U. S. 354, 46 L. ed. 945. But see Lamaster v. Keeler, 123 U. S. 376, 31 L. ed. 238.

[46] Perry v. Tacoma Mill Co. (C. C. A.), 152 Fed. 115.

[47] City of Clarksdale v. Williamson, C. C. A., 194 Fed. 412.

[48] Leary v. Murray, C. C. A. 178 Fed. 209, a proceeding *in rem* in admiralty. Where the surety company paid, after affirmance and notice by the government of the Terri-

upon a *supersedeas* bond, the court may order that it be cancelled,[49] or that the sureties be discharged.[50]

§ 704. Return to writ of error or appeal. A writ of error should be returned to the appellate court on or before the return-day thereof, together with an authenticated transcript of the record, an assignment of errors, a prayer for a reversal, and the original citation to the adverse party, all of which should be annexed thereto.[1] If, however, the writ is served before the

try that, unless payment was made forthwith or a sufficient excuse shown, the company would forfeit its right to transact business in the Territory, was held not to be a voluntary payment, even if the government had no power to revoke the license, and that a subsequent appeal to the Supreme Court did not diminish the company's right to reimbursement. U. S. Fidelity & Guaranty Co. v. Sandoval, 223 U. S. 227, 56 L. ed. —. Where appellant became insolvent pending the appeal, but no levy upon its property had been made under the judgment appealed from, and it did not appear that it could not have paid the judgment out of its current receipts, the claim of the surety company to a preference over those secured by a mortgage was denied. Gay v. Hudson River El. Power Co., 182 Fed. 904. See § 705, *supra*.

49 Persons v. Wirgman, 140 Fed. 207.

50 McRae v. David, C. C. A., 184 Fed. 989.

§ 704. 1 U. S. R. S., § 997; Wilson v. Daniel, 3 Dall. 401, 1 L. ed. 655; S. C. Rule 35. The transmission of an original document, instead of a copy thereof, does not affect the validity of a writ of error or appeal. Jewett v. U. S., C. C. A., 100 Fed. 832. The copy of the record is sufficiently authenticated if there is attached to the same a certificate that the writing thereto attached is a true transcript of the record, signed by the clerk or his deputy, and under the seal of the court. Garneau v. Dozier, 100 U. S. 7, 25 L. ed. 536; Missouri, K. & T. Ry. Co. v. Dinsmore, 108 U. S. 30, 27 L. ed. 640; S. C. Rule 8; C. C. A. Rule 14. It has been held that a certificate that the "foregoing is a true, full and complete record in the above entitled cause" is sufficient, Pennsylvania Co. v. Jacksonville, T. & K. W. Ry. Co. (C. C. A.), 55 Fed. 131; but not a certificate that the papers contained in the transcript are correct copies without a statement that the transcript is complete. Meyer v. Mansur & T. I. Co. (C. C. A.), 85 Fed. 874; but see Burnham v. No. Chicago St. R. Co. (C. C. A.), 87 Fed. 168; nor a certificate to the correctness of the copies of the pleadings which is silent as to the copies of the orders and decrees. Ruby v. Atkinson (C. C. A.), 93 Fed. 577. When the transcript is not a full and complete transcript of all the proceedings, the clerk should make some appropriate mention of the fact in his certificate, stating that reasons for the omissions and that the transcript as prepared is a full and complete transcript of such proceedings in the case as it pur-

return-day, the appellate court may allow the writ or the transcript to be filed at any time during the term in which the return-day falls.[2] The destruction of the writ without the fault of the plaintiff in error will excuse a return of the original paper, provided a copy of the writ and the transcript and other papers are duly filed.[3] The return-day of an appeal is the day named in the citation. The record must be complete, and contain in itself without references *aliunde* all the papers, exhibits, depositions, and other proceedings which are necessary to the hearing.[4] The transcript should state the date when each paper, a copy of

ports to contain. Farmers' Loan & Trust Co. v. Eaton (C. C. A.), 114 Fed. 14, 18. See *infra*, note 4. Where the transcript stated: that, on a certain date, the court rendered a judgment, therein copied; the writ of error and the petition therefor referred to the rendition of judgment; and the clerk certified that the transcript was a full, true and correct copy of the records and proceedings, as the same remained of record on file in his office; it was held that the transcript showed that the judgment was entered of record. Mackay v. Fox (C. C. A.), 121 Fed. 487. When the transcript is sent to the Circuit Court of Appeals, a statement in the certificate that it is made for the Supreme Court is immaterial. McClellan v. Pyeatt (C. C. A.), 49 Fed. 259.

The seal and signature are both requisite. S. C. Rule 8; C. C. A. Rule 14.

Leave has been given to withdraw the record and file the same *nunc pro tunc* with the clerk's signature added thereto, when the seal was affixed to the record and a motion to dismiss for the want of the clerk's signature was made after the time to appeal had expired. Idaho & Oregon L. Imp. Co. v. Bradbury, 132 U. S. 509, 513, 33 L. ed. 433, 436. *Cf.* Burnham v. No. Chicago St. Ry. Co. (C. C. A.), 87 Fed. 168. Where the seal and signature were both wanting, the court dismissed the writ of error, but allowed the plaintiff in error to withdraw the record and sue out a new writ, since his time had not expired. Blitz v. Brown, 7 Wall. 693.

[2] Mussina v. Cavazos, 6 Wall. 355, 359, 18 L. ed. 810; Wood v. Lide, 4 Cranch, 180, 2 L. ed. 588; Pickett v. Legerwood, 7 Pet. 144, 8 L. ed. 638.

[3] Mussina v. Cavazos, 6 Wall. 355, 18 L. ed. 810.

[4] S. C. Rule 8; C. C. A. Rule 14; Redfield v. Parks, 130 U. S. 623, 32 L. ed. 1053. See Hoe v. Kahler, 27 Fed. 145. In a criminal case, the transcript should contain all recognizances, processes and proceedings in the case. U. S. R. S., Sec. 1037; Jewett v. U. S., C. C. A., 100 Fed. 832. Any oral concessions made in the court below should be set forth in the certificate of the trial judge. *Re* L. W. Day & Co., C. C. A., 175 Fed. 1022. The original pleadings which have been amended need not be included in the transcript when the amended pleadings are included. Union

Pacific Ry. Co. v. U. S., 116 U. S. 402, 29 L. ed. 677. On a second appeal from the Court of Claims, findings of fact on the first hearing in a decision reversed upon the former appeal need not be included in the transcript. Union Pac. Ry. Co. v. U. S., 116 U. S. 402, 29 L. ed. 677. See *supra*, § 686; *infra*, § 706. The transcript need not contain the names of the jurors. Owens v. Hanney, 9 Cranch, 180, 3 L. ed. 697. The transcript should not contain affidavits on a motion for a continuance. Campbell v. Gordon, 99 U. S. 261, 25 L. ed. 435. Nor, it has been said, the papers upon a motion to permit a party to introduce further evidence after his time had expired, which was denied, since the same was considered to be discretionary and not reviewable. Baglin v. Cusenier Co. 156 Fed. 1019. Nor affidavits which were considered upon a motion for a new trial. Evans v. Stettnisch, 149 U. S. 605, 37 L. ed. 866. Nor any affidavits not admitted in evidence on a trial or hearing. Baltimore & P. R. Co. v. Sixth Presbyterian Church, 91 U. S. 127, 23 L. ed. 260; England v. Gebhardt, 112 U. S. 502, 28 L. ed. 811; Craig v. Smith, 100 U. S. 226, 25 L. ed. 577; Thomson v. Wooster, 114 U. S. 104, 29 L. ed. 105; Travelers' Protective Ass'n v. Gilbert (C. C. A.), 101 Fed. 46. Affidavits can only be considered upon a writ of error when they are included in the bill of exceptions. Evans v. Stettnisch, 149 U. S. 605, 37 L. ed. 866; Stewart v. Wyoming C. R. Co., 128 U. S. 383, 390, 32 L. ed. 439, 442. Nor any letters or other papers not contained or referred to in the bill of exceptions or incorporated in a pleading. San Pedro & Canon A. A. Co. v. U. S., 146 U. S. 120, 36 L. ed. 912; Whitten v. Tomlinson, 160 U. S. 231, 40 L. ed. 406; Travelers' Protective Ass'n v. Gilbert (C. C. A.), 101 Fed. 46. All such papers will be disregarded by the court of review. *Ibid.;* Suydam v. Williamson, 20 How. 427, 15 L. ed. 978; Duncan v. Atchison, T. & S. F. R. Co. (C. C. A.), 72 Fed. 808. See Dalton v. Hazelet, C. C. A., 182 Fed. 561. Where there is an assignment of error that the court never acquired jurisdiction over the appellant's person, the transcript must show either that the objection was raised below and overruled or that he did not voluntarily appear. Taylor v. Easton, C. C. A., 180 Fed. 363. It has been held: that where leave to file a pleading has been refused or documentary evidence excluded, such papers should not be included in the transcript; but that the court below may order the clerk to certify them with the transcript. Southern B'g & L. Ass'n v. Carey, 117 Fed. 325, 326. Upon an appeal from an order refusing leave to file a petition or other paper, a copy of the rejected paper should be included in the transcript, although not filed. Southern B'g & Loan Ass'n v. Carey, 117 Fed. 325. The fact that a paper is on the files of the clerk's office with other papers in a case does not make it part of the record, if it is neither a pleading nor a process, nor made a part of the record by the action of the court. England v. Gebhardt, 112 U. S. 502, 28 L. ed. 811. The transcript filed by complainant must contain the proceedings upon a cross-bill which has been dismissed when the complainant to the cross-bill has appealed, even though the complainant has not named him as appellee. Gregory

v. Pike, 64 Fed. 415. Where there has been a previous appeal, matters which preceded the mandate thereupon and which do not tend to explain it should ordinarily be omitted. Nashua & L. R. Corp. v. Boston & L. R. Corp. (C. C. A.), 61 Fed. 237. Proceedings upon an application for a rehearing which tend to explain the original decree may be included. Hoe v. Kahler, 27 Fed. 145. Where several distinct proceedings are pending about the same matter below, nothing should be included in the record which does not have some relation to that in which was entered the order from which the appeal is taken. Burnham v. North Chicago Ry. Co. (C. C. A.), 87 Fed. 168. But see Fitzgerald v. Evans (C. C. A.), 49 Fed. 426. It is the duty of the appellant to see that the transcript contains enough intelligibility to present to the appellate court the questions sought to be reviewed. Rodgers v. U. S. ex rel. Elsberg (C. C. A.), 152 Fed. 426. It is proper for the clerk to require of the attorney for the appellant or plaintiff in error a *præcipe* stating what the transcript should contain, and to attach a copy thereof to the same. It has been held that, in such a case, where the record is voluminous, a certificate will be sufficient which states that the transcript is a full and correct copy of everything specified in the *præcipe*, Burnham v. North Chicago Ry. Co. (C. C. A.), 87 Fed. 168; and that the appeal or writ of error will not be dismissed for omissions thus made at the direction of the attorney for the plaintiff in error or appellant, the proper remedy being a *certiorari* for a diminution of the record. Nashua & L. R. Corp. v. Boston & L. R. Corp. (C. C. A.), 61 Fed. 237. The more usual practice is for the parties or their attorneys to stipulate what the transcript shall contain. A consent that a bill of exceptions be settled may be construed as a written stipulation that the document contains a sufficient transcript of the evidence and proceedings below. Dodge v. Norlin (C. C. A.), 133 Fed. 363, 369. It is proper to omit parts of depositions which neither party offered in evidence. Blanks v. Klein (C. C. A.), 49 Fed. 1. Where parts of the record are omitted the transcript should indicate the fact and the nature of the omission. Nashua & L. R. Corp. v. Boston & L. R. Corp. (C. C. A.), 61 Fed. 237. Where part of the records of the court below had been destroyed by fire without the fault of either party, the Circuit Court of Appeals heard an appeal on a transcript of what remained. Cutting v. Tavares, O. & A. R. Co., 61 Fed. 150. It has been said: that it is the duty of the plaintiff to furnish the court with all the exhibits, which are contained in the bill of exceptions, unless his opponent stipulates waiving the production of the same; and that his failure in this respect is a sufficient cause for censure; but unless they are necessary for the decision of the questions of law involved, that is not a ground for dismissing the writ of error. Dalton v. Moore (C. C. A.), 141 Fed. 311, 314. In one or more circuits the rules regulate what the transcript shall contain.

which is therein included, was filed.[5] A copy of the opinion or opinions filed in the case must be annexed to and transmitted with the record.[6] If the transcript contains matter improperly there, the remedy is upon the adjustment of costs by the appellate court; but not by a motion to dismiss the appeal or writ of error, nor is it ground for a reversal[7] in the return to a writ or error. In case of appeal: in equity, "(a) It shall be the duty of the appellant or his solicitor to file with the clerk of the court from which the appeal is prosecuted, together with proof or acknowledgment of service of a copy on the appellee or his solicitor, a præcipe which shall indicate the portions of the record to be incorporated into the transcript on such appeal. Should the appellee or his solicitor desire additional portions of the record incorporated into the transcript, he shall file with the clerk of the court his præcipe also within ten days thereafter, unless the time shall be enlarged by the court or a judge thereof, indicating such additional portions of the record desired by him. (b) The evidence to be included in the record shall not be set forth in full, but shall be stated in simple and condensed form, all parts not essential to the decision of the questions presented by the appeal being omitted and the testimony of witnesses being stated only in narrative form, save that if either party desires it, and the court or judge so directs, any part of the testimony shall be reproduced in the exact words of the witness. The duty of so condensing and stating the evidence shall rest primarily on the appellant, who shall prepare his statement thereof and lodge the same in the clerk's office for the examination of the other parties at or before the tim of filing his præcipe under paragraph (a) of this rule.

[5] Williams Bros. v. Savage (C. C. A.), 120 Fed. 497. A civil or criminal case, a record on appeal is defective where it omits the date of filing the several orders that it contains. *Re* Friedman, C. C. A. 161 Fed. 260.

[6] S. C. Rule 8; C. C. A. Rule 14. The statement of facts in the opinion cannot supply their omission from the transcript. Townsend v. Beatrice Cemetery Ass'n (C. C. A.), 138 Fed. 381; unless the opinion has been made, by the court below, a part of the record; *supra*, § 667, but it may be examined to ascertain whether a right under the Constitution or laws of the United States was claimed and denied below. Memphis v. Cumberland Tel. & T. Co., 218 U. S. 624, 54 L. ed. 1185.

[7] West v. East Coast Cedar Co. (C. C. A.), 113 Fed. 737, 741.

He shall also notify the other parties or their solicitors of such lodgment and shall name a time and place when he will ask the court or judge to approve the statement, the time so named to be at least ten days after such notice. At the expiration of the time named or such further time as the court or judge may allow, the statement, together with any objections made or amendments proposed by any party, shall be presented to the court or the judge, and if the statement be true, complete and properly prepared, it shall be approved by the court or judge, and if it be not true, complete or properly prepared, it shall be made so under the direction of the court or judge and shall then be approved. When approved, it shall be filed in the clerk's office and become a part of the record for the purposes of the appeal. (c) If any difference arise between the parties concerning directions as to the general contents of the record to be prepared on the appeal, such difference shall be submitted to the court or judge in conformity with the provisions of paragraph (b) of this rule and shall be covered by the directions which the court or judge may given on the subject."[8]

[8] Eq. Rule 75. *Cf.* Hoe v. Kohler, 27 Fed. 145; Smith v. McIntyre, 84 Fed. 721. If the transcript of the record is defective, the remedy is a *certiorari* for a diminution of the record. *Ibid.;* U. S. v. Davenport's Heirs, 142 U. S. 704, 35 L. ed. 1174; U. S. v. Gomez, 1 Wall. 690, 17 L. ed. 677; Missouri, K. & T. Ry. Co. v. Dinsmore, 108 U. S. 30; 27 L. ed. 640. See Kaw Valley Drainage Dist. v. Union Pac. R. Co., C. C. A., 163 Fed. 836; Herman Keck Mfg. Co. v. Lorsch, C. C. A., 179 Fed. 485. The clerk may supply a deficiency in the record by subsequently sending up the omited matter properly authenticated without any further order of the court; Crandall v. Nevada, 6 Wall. 35, 18 L. ed. 745; and it has been held the court of first instance may direct omitted matter to be supplied, Hobbs v. Nat. Bank of Commerce (C. C. A.), 93 Fed. 615; Lincoln Nat. Bank v. Perry (C. C. A.), 66 Fed. 887; Whiting v. Equitable L. A. Soc. (C. C. A.), 60 Fed. 197. But see Smith v. McIntyre, 84 Fed. 721, or amend the return, Lincoln Nat. Bank v. Perry (C. C. A.), 66 Fed. 887; Rollins v. Board of Com'rs of Gunnison County (C. C. A.), 78 Fed. 741; at least at the same term, Whiting v. Eq. L. A. Soc. (C. C. A.), 60 Fed. 197; Rollins v. Board of Com'rs of Gunnison County (C. C. A.), 78 Fed. 741. But it seems that leave to file the same must be obtained from the court of review, Telluride Power Transm. Co. v. Rio Grande W. Ry. Co., 175 U. S. 639, 44 L. ed. 305; Burnham v. N. Chicago St. Ry. Co. (C. C. A.), 87 Fed. 168. The clerk cannot in this manner correct an erroneous statement in the transcript, Hudgins v. Kemp, 18 How. 530, 15 L. ed. 511.

"In preparing the transcript on an appeal, especial care shall be taken to avoid the inclusion of more than one copy of the same paper and to exclude the formal and immaterial parts of all exhibits, documents and other papers included therein; and for any infraction of this or any kindred rule of the appellate court may withold or impose costs as the circumstances of the case and the discouragement of like infractions in the future may require. Costs for such an infraction may be imposed upon offending solicitors as well as parties. If, in the transcript, anything material to either party be omitted by accident or error, the appellate court, on a proper suggestion or its own motion, may direct that the omission be corrected by a supplemental transcript."[9] "When the questions presented by an appeal can be determined by the appellate court without an examination of all the pleadings and evidence, the parties, with the approval of the district court or the judge thereof, may prepare and sign a statement of the case showing how the questions arose and were decided in the district court and setting forth so much only of the facts alleged and proved, or sought to be proved, as is essential to a decision of such questions by the appellate court. Such statement, when filed in the office of the clerk of the district court, shall be treated as superseding, for the purposes of the appeal, all parts of the record other than the decree from which the appeal is taken, and, together with

[9] Eq. Rule 76. A motion for such a writ should be made at the first term of the entry of the cause, unless upon special cause shown an application at a later term is permitted. S. C. Rule 14; C. C. A. Rule 18. An application made within a reasonable time after the record is printed will usually be granted, Bein v. Heath, 142 U. S. 704, 35 L. ed. 1174; provided, at least, that the transcript is sufficient to show the jurisdiction of the court of review. Kaw Valley Drainage Dist. v. Union Pac. R. Co., C. C. A. 163 Fed. 836. The appellate court may grant the writ of its own motion at any time, Morgan v. Curtenius, 19 How. 8, 15 L. ed. 576; Sweeney v. Lomme, 22 Wall. 208, 22 L. ed. 727. Pending such a writ, the hearing of the cause is usually adjourned, Morgan v. Curtenius, 19 How. 8, 15 L. ed. 576; but see Bein v. Heath, 142 U. S. 704, 35 L. ed. 1174. But not if the application has been unreasonably delayed, Bein v. Heath, 142 U. S. 704, 35 L. ed. 1174. This was done when the proceedings upon a previous writ of error from the Circuit Court of Appeals were omitted. Union Tr. Co. v. Westhus, 228 U. S. 519, 521, 57 L. ed. —.

such decree, shall be copied and certified to the appellate court as the record on appeal." [10] It was previously held that the trial court had no power to determine what shall be included.[11] The practice as to transcripts of the record in admiralty[12] and upon appeals from the Court of Claims[13] has been previously described.

When in the opinion of the presiding judge in any District

[10] Eq. Rule 77.

[11] Eq. Rule 77; U. S. D. C., S. D. N. Y., Rule 26: "The parties in any suit in which an appeal or writ of error has been taken may stipulate by themselves or their attorneys what shall be printed as the record on appeal. If any party wishes any document or statement included or omitted in the record, to the inclusion or omission of which any other party objects, a summary application may be made to the judge who heard the case, or, in his absence, to the judge attending to ex parte business, to determine whether such document or statement shall be included or omitted. The appellant or plaintiff in error may thereupon print as many copies of such record on appeal as may be required by the rules of the Circuit Court of Appeals. Such copies shall be printed in fair and legible type upon pages eleven inches long by seven inches wide, with a margin of at least two inches in width. One such printed copy may be presented to the clerk with a stipulation by the parties or their attorneys that such printed copy is a true transcript of the record as agreed on by the parties or as settled by the court. If such copy with such stipulation is presented the clerk shall certify the same as the transcript of record, without charge, except such as may be lawfully made for the certificate itself. If, however, the parties to any appeal or writ of error shall fail to execute and deliver to the clerk the stipulation above required the clerk shall, before certification, examine the printed documents tendered him for certification and ascertain that the mode of printing conforms to this rule, and that the printed pages do contain a transcript of the record as agreed upon by the parties or as settled by the court, as the case may be, and for such examination the clerk shall, before certification, charge and collect for the use of the United States the sum authorized to be charged for such services, in addition to the lawful charge for his certificate. This rule shall not apply to the preparation of records on appeal in Equity cases which are governed by Rules 75, 76 and 77 of the Supreme Court Equity Rules, but after the statement provided for in Supreme Court Equity Rule 75 or 77 has been approved by the court or a judge thereof the appeal record may be printed and ertified as set forth in this Rule if the parties shall stipulate that the printed copy presented to the clerk is a true transcript of the record as agreed on by the parties or as settled by the court."

[12] *Supra*, § 592. See C. C. A. Rule 14; Adm. Rule 52; S. C. Rule 8; Adm. Rules, 2d Ct., 4, 5.

Court it is necessary or proper that original papers of any kind be inspected in the appellate court on appeal or writ of error, such presiding judge may make such rule or order for the safe keeping, transport, and return of such papers as he deems proper, and the Supreme Court will receive and consider such original papers in connection with the transcript and proceedings.[14] Whenever any record contains any document, paper, testimony, or other proceeding in a foreign language, the record must also contain a translation thereof made under the authority of the inferior court or admitted to be correct.[15] Otherwise, on the report of the clerk, the court of review will remand the case to the inferior court in order that such a translation may be there supplied and inserted in the record.[16]

"1. Models, diagrams, and exhibits of material forming part of the evidence taken in the court below, in any case pending in this court, on writ of error or appeal, shall be placed in the custody of the marshal of this court at least one month before the case is heard or submitted. 2. All models, diagrams, and exhibits of material, placed in the custody of the marshal for the inspection of the court on the hearing of a case, must be taken away by the parties within one month after the case is decided. When this is not done, it shall be the duty of the marshal to notify the counsel in the case, by mail or otherwise, of the requirements of this rule; and if the articles are not removed within a reasonable time after the notice is given, he

[13] *Supra*, § 686. See Old Settlers v. U. S., 148 U. S. 427, 463, 464, 37 L. ed. 509, 522, 523.

[14] S. C. Rule 8; C. C. A. Rule 14. *Cf.* § 667 *supra*. The judge is not justified in authorizing the incorporation of the original papers, instead of copies, in the transcript merely for the purpose of saving expense, nor to order that they be sent to the court of review; unless an inspection of the originals, instead of authenticated copies of the same, would assist in the determination of the appeal. Dosagiac Mfg. Co. v. Brennan, 156 Fed. 213. Documents issued in the court of first instance cannot be examined in the court of review; unless by bill of exceptions, or some other proper manner, they are made a part of the record. Bassing v. Cady, 208 U. S. 386. Where, upon the argument and submission of a case in a court of review, references were made to the exhibits used in the trial court, and they were treated by both parties as properly before the appellate court; any informality in the manner in which they were brought there is waived. Wilson v. Chicago Lumber & Timber Co. (C. C. A.), 143 Fed. 705.

[15] S. C. Rule 11; C. C. A. Rule 15.

[16] S. C. Rule 11; C. C. A. Rule 15.

shall destroy them, or make such other disposition of them as to him may seem best."[17].

It is the duty of the plaintiff in error or appellant to docket the cause and file the record thereof with the clerk of the appellate court before the return-day, which must be within thirty days after the signature of the citation,[18] except in the Supreme Court, on appeals or writs of error from California, Oregon, Washington, New Mexico, Utah, Nevada, Arizona, Montana, Idaho, Wyoming, North Dakota, South Dakota, Alaska, Hawaii and Porto Rico when the period of thirty days is extended to sixty days, and from the Philippine Islands when the period is one hundred and twenty days.[19] Upon the due filing of the transcript and assignment of errors, together with the writ of error, if one has been duly issued, the court of review acquires jurisdiction of the case.[20] If the plaintiff in error or appellant fails to docket the case and file the record in time, he may for good cause shown obtain from the judge who signed the citation or a judge of the appellate court an order enlarging his time either before or after its expiration, at least before the term succeeding the return-day has expired.[21] This order

[17] S. C. Rule 33; C. C. A. Rule 34.

[18] S. C. Rules 8 and 9; C. C. A. Rule 14.

[19] S. C. Rule 9, as amended, 200 U. S. 626.

[20] Martin v. Burford, C. C. A., 176 Fed. 554.

[21] S. C. Rule 9; C. C. A. Rule 16; Incorporated Town of Gilman v. Fernald (C. C. A.), 141 Fed. 940; Love v. Busch (C. C. A.), 142 Fed. 429. An order extending the time to file the return, if made by a district judge who, when he signs it, is not a member of the Circuit Court of Appeals, is a nullity. West v. Irwin, 54 Fed. 419, 420. Where an appellant or plaintiff in error without fault on his part was prevented from filing the transcript by the fraud of his opponent or the contumacy of the clerk or the order of the court below, his time to file the transcript was enlarged. U. S. v. Gomez, 3 Wall. 752, 18 L. ed. 212; Ableman v. Booth, 21 How. 506, 512, 16 L. ed. 169, 172. The failure to docket in time is not excused by the fact that the clerk below agreed to file the record, and it was left with him for that purpose, Fayolle v. Texas & Pac. Ry. Co., 124 U. S. 519, 31 L. ed. 533; nor by his certificate that he could not, consistently with his other duties, return a transcript of the record within the required time, Sturgess v. Harrold, 18 How. 40, 15 L. ed. 261, nor by his mistake as to the return-day, Richardson v. Green, 130 U. S. 104, 32 L. ed. 872. But where the transcript was filed within the time required by the rule, but a few days after the return-day, the delay was excused. Florida v. Charlotte H. Pk. Co. (C. C. A.), 70 Fed. 883; Farmers'

must be filed with the clerk of the appellate court.[22] If the plaintiff in error or appellant fails to comply with this rule, the defendant in error or appellee may have the case docketed and dismissed upon producing a certificate from the clerk of the court wherein the judgment or decree was rendered, stating the case, and certifying that such writ of error or appeal was duly sued out and allowed.[23] After such dismissal, the plaintiff in error or appellant can only by special leave of the court docket the case and file the record.[24]

It seems that if the record is not filed in the appellate court at the term succeeding that at which the appeal is allowed or the writ of error issued, the appeal or writ of error becomes void, and the appellate court will of its own motion dismiss the appeal,[25] unless good cause for a review is shown.[26] A case which is sought to be reviewed both by appeal and by writ of error need not be docketed twice.[27]

The plaintiff in error or appellant must on docketing a cause and filing the record enter into an undertaking to the clerk, with surety to his satisfaction, for the payment of his fees, or otherwise satisfy him in that behalf.[28] Where the transcript had been filed in time, but through inadvertence a fee bond had not been given to the clerk, the appellant was permitted to docket the cause after the term, in a case where no motion to dismiss had been made.[29] The defendant in error or ap-

L. & Tr. Co. v. Chicago & N. P. R. Co. (C. C. A.), 73 Fed. 314; McClellan v. Pycatt (C. C. A.), 49 Fed. 259.

A *mandamus* or other appropriate order may issue to compel the clerk to certify to a transcript of the record: U. S. v. Booth, 18 How. 476, 15 L. ed. 464; U. S. v. Gomez, 3 Wall. 752, 18 L. ed. 212. But not, it has been held, to compel him to transmit a particular paper. Starcke v. Klein (C. C. A.), 62 Fed. 502; but a failure to move for a *mandamus* will not necessarily be considered laches by the plaintiff in error: U. S. v. Gomez, 3 Wall. 752, 18 L. ed. 212.

22 S. C. Rule 9; C. C. A. Rule 16.

23 *Ibid.*

24 *Ibid.*

25 Castro v. U. S., 3 Wall. 46, 18 L. ed. 163; Small v. Northern Pac. R. Co., 134 U. S. 514, 33 L. ed. 1006; West v. Irwin (C. C. A.), 54 Fed. 419. See Amendment of Rules, 137 U. S. 710; C. C. A. Rules 14, 16.

26 Pender v. Brown (C. C. A.), 120 Fed. 496.

27 Hurst v. Hollingsworth, 94 U. S. 111, 24 L. ed. 31; Plymouth G. M. Co. v. Amador & S. C. Co., 118 U. S. 264, 30 L. ed. 232.

28 S. C. Rule 10.

29 Edwards v. U. S., 102 U. S. 575, 26 L. ed. 293; *contra*, Green v. Elbert, 137 U. S. 615, 34 L. ed. 792.

pellee may, if he chooses, docket the cause and file the record. If the defendant in error files the transcript or dockets the cause before the time has expired, and subsequently the plaintiff in error files the transcript and dockets the cause in due time, the case on the plaintiff's docketing will stand and on the defendant's docketing be dismissed.[30] Upon the filing of a transcript of the record, the appearance of the counsel for the party docketing the cause should be entered.[31] It has been held that a writ of error or appeal may be dismissed because no assignment of error is sent up with the return.[32] A writ of error or appeal will not be dismissed because the transcript is defective, if properly authenticated.[33] The proper remedy is a certiorari for a diminution of the record.[34] The record may be amended in the appellate court by consent,[35] and in a case where it was evident from an inspection of the transcript that

[30] Hartshorn v. Day, 18 How. 28, 15 L. ed. 272; Davis v. Corbin, 113 U. S. 687, 28 L. ed. 1149.

[31] S. C. Rule 9.

[32] S. C. Rule 35; C. C. A. Rule 11; Dufour v. Lang (C. C. A.), 54 Fed. 913. But see School Dist. of Ackley v. Hall, 106 U. S. 428, 27 L. ed. 237; Gumbel v. Pitkin, 113 U. S. 545, 28 L. ed. 1128; S. C. Rule 35, as first adopted, 137 U. S. 709.

[33] S. C. Rule 14; C. C. A. Rule 18; Nashua & L. R. Corp. v. Boston & L. R. Corp. (C. C. A.), 61 Fed. 737; Merriman v. Chicago, D. & V. R. Co. (C. C. A.), 120 Fed. 240. But a direction was made that unless the appellant filed a supplementary transcript supplying the omitted evidence within thirty days, his appeal should be dismissed. Rodgers v. U. S. ex rel. Elsberg (C. C. A.), 152 Fed. 426. And in other cases, the appellee was directed to designate the additional matter which he considered necessary for a proper presentation of the case and the appellant ordered to file a transcript thereof under penalty of a dismissal of the appeal. See Gregory v. Pike (C. A.), 64 Fed. 415; State of Kansas v. Meriwether, C. C. A. 171 Fed. 39. A *certiorari* for diminution of the record is not the proper remedy when the clerk has failed to properly authenticate the record.

[34] S. C. Rule 14. C. C. A. Rule 18. U. S. v. Davenport's Heirs, 142 U. S. 704, 35 L. ed. 1174; U. S. v. Gomez, 1 Wall. 690, 17 L. ed. 677; Missouri, K. & T. Ry. Co. v. Dinsmore, 108 U. S. 30, 27 L. ed. 640; Baring v. Dabney, 19 Wall. 1, 22 L. ed. 90. By S. C. Rule 14: "No *certiorari* for diminution of the record will be hereafter awarded in any case, unless a motion therefor shall be made in writing, and the facts on which the same is founded shall, if not admitted by the other party, be verified by affidavit. And all motions for *certiorari* must be made at the first term of the entry of the case; otherwise, the same will not be granted, unless upon special cause shown to the court, accounting satisfactorily for the delay."

[35] Fletcher v. Peck, 6 Cranch, 87, 3 L. ed. 162.

it contained a clerical error, the Supreme Court permitted it to be corrected by amendment, on the production of the certificate of the clerk below as to the error, without a *certiorari*.[36] Defects in a transcript cannot be supplied by reference to the record in another appeal.[37] It seems that in a proper case and under proper restrictions, pending an application for a rehearing below, the appellate court may return the record at the request of the court below,[38] but not, it seems, at the request of the parties.[39] The Supreme Court has allowed a transcript to be returned to the court below for correction, by the addition of the clerk's signature, after the time to take a new appeal had expired.[40] The Supreme Court, after the dismissal of a writ of error on the motion of the plaintiff in error, refused to allow the transcript to be withdrawn.[41] After the

36 Woodward v. Brown, 13 Pet. 1, 10 L. ed. 31; Stitt v. Huidekopers, 17 Wall. 384, 21 L. ed. 644. See Kennedy v. Bank of Georgia, 8 How. 586, 12 L. ed. 1209; Shaw v. Railroad Co., 101 U. S. 557, 25 L. ed. 892. See Dist. of Columbia v. Brooke, 214 U. S. 138, 53 L. ed. 941.

37 South Carolina v. Wesley, 155 U. S. 542, 39 L. ed. 254. It has been held: that the appellate court cannot amend the transcript by directing to be filed with the same, a transcript on its own files in a former appeal in the same case, that has been dismissed, without any certificate by the court below that the same was a part of the proceedings brought up for review; Merriman v. Chicago, D. & V. R. Co. (C. C. A.), 120 Fed. 240; but that a certified copy of the record, which was transmitted with an appeal or writ of error that has been dismissed, may be allowed to stand as the transcript upon the return to a writ of *certiorari* in the same case: Farrell v. O'Brien, 199 U. S. 89, 101, 50 L. ed. 101, 107; that the certified copy submitted with the application for a *certiorari* may be allowed to stand as a return to the writ when granted. Am. Sugar Ref. Co. v. New Orleans, 181 U. S. 277, 283, 45 L. ed. 859, 862; that upon a motion to dismiss an appeal from the District Court, the Supreme Court may take judicial notice of an application for a *certiorari* previously filed there which shows that the case had been taken to the Circuit Court of Appeals by a prior appeal. Aspen Min. & Smelting Co. v. Billings, 150 U. S. 31, 38, 37 L. ed. 986, 989.

37 Roemer v. Simon, 91 U. S. 149, 23 L. ed. 267; Nutter v. Mossberg, 118 Fed. 168; Mossberg v. Nutter (C. C. A.), 124 Fed. 966, pending an application for leave to file a bill in the nature of a bill of review.

38 Roemer v. Simon, 91 U. S. 149, 23 L. ed. 267.

39 Idaho & Oregon L. Imp. Co. v. Bradbury, 132 U. S. 509, 33 L. ed. 433.

40 Cheney v. Hughes, 138 U. S. 403, 34 L. ed. 993. But see Porter

return has been filed, the case is transferred to the court of review, and thenceforth the case should be entitled at common law by the names of the plaintiffs in error against the defendants in error, and in equity by the names of the appellants against the respondents, without regard to the respective positions of the parties below.

§ 705. **Motions to dismiss appeals and writs of error.** Motions to dismiss writs of error and appeals may be made upon the following grounds: For want of jurisdiction; for abatement;[1] for irregularities or informalities in the papers; for the failure of the plaintiff in error or appellant to perfect the appeal or proceedings in error; for the abandonment of the appeal or writ of error by the plaintiff in error or appellant; upon the consent of the parties; because the controversy has been settled pending the appeal or writ of error; and because the suit is fictitious and there is no real controversy between the parties. Cross-appeals may be dismissed upon the same grounds as original appeals.[2]

v. Foley, 21 How. 393, 16 L. ed. 154; Rice v. Minnesota & N. W. R. Co., 21 How. 82, 16 L. ed. 31.

§ 705. [1] An abatement may occur by the death of a sole party on either side where the plaintiff has failed below and the cause of action does not survive. Martin's Adm'r v. Balt. & O. R. Co., 151 U. S. 673, 703, 38 L. ed. 311, 322, by the failure of the plaintiff in error or appellant to revive the suit after due notice of the death of a party, S. C. Rule 9; C. C. A. Rule 19; *supra*, § 227; but not when the right of action survives to or against the surviving parties, plaintiffs or defendants, as the case may be, Willhite v. Skelton (C. C. A.), 149 Fed. 67; by the death, State of Florida v. Croom, 226 U. S. 309, 57 L. ed. —, or the retirement from office of an officer sued solely in his official capacity. Lansing & Co. v. Hesing (C. C. A.), 81 Fed. 242. But see 30 St. at L. 822; quoted *supra*, § 216; by the reversal of a judgment upon which the decree below was founded, Chicago & V. R. Co. v. Fosdick, 106 U. S. 47, 84, 85, 27 L. ed. 47, 65; by the subsequent probate of a will when the appellant's claims are founded upon a supposed intestacy, Kimball v. Kimball, 174 U. S. 158, 43 L. ed. 932; and by the repeal without a saving clause of the statute upon which the jurisdiction of the appellate court depends. *Ex parte* McCardle, 7 Wall. 506, 19 L. ed. 264; Balt. & P. R. Co. v. Grant, 98 U. S. 398, 25 L. ed. 231. Where the act which gave the jurisdiction to the court of first instance was repealed after a judgment for the plaintiff, the appeal was dismissed. U. S. v. McCrory (C. C. A.), 91 Fed. 295.

[2] L. Bucki & Son L. Co. v. Atl. L. Co. (C. C. A.), 63 Fed. 765; Hilton v. Dickinson, 108 U. S. 165

A writ of error or appeal may be dismissed for want of jurisdiction on the motion of the appellate court without the suggestion of either party.[3] A writ of error or appeal will not be dismissed for want of jurisdiction of the court below.[4] In such a case the court of review will take jurisdiction and reverse the judgment or decree.[5] A writ of error to a State court will be dismissed unless it shows at least a color of ground for the averment of a Federal question.[6] The Supreme Court cannot dismiss a cause on motion, because it was brought there for delay only, nor because the grounds of the appeal or writ of error are frivolous, unless a motion to affirm is coupled with the motion to dismiss.[7] Two concurrent appeals from the same order or decree by the same party to the same court are not allowed, and on motion such court will determine which of the two should be dismissed.[8] The allowance of an appeal which afterwards becomes of no avail, from failure to file the record and prosecute it, is no bar to a second appeal, within the time allowed by law.[9] A writ of error or appeal may be dismissed

27 L. ed. 688; Hare v. Birkenfield, C. C. A. 181 Fed. 825.

3 Hilton v. Dickinson, 108 U. S. 165, 27 L. ed. 688; New Orleans Nat. Banking Ass'n v. New Orleans Mut. Ins. Ass'n, 102 U. S. 121, 26 L. ed. 45. So of the objection that there is a defect of parties to the appeal or writ of error. Estis v. Trabue, 128 U. S. 225, 32 L. ed. 437; Ayres v. Polsdorfer (C. C. A.), 105 Fed. 737; and cases cited *supra*, § 697. A writ of error by the receiver of a national bank will not be dismissed because the Comptroller in his direction to sue out the writ incorrectly named the defendant in error. Pacific Nat. Bank v. Mixter, 114 U. S. 463, 29 L. ed. 221.

4 Harris v. Barber, 129 U. S. 366, 32 L. ed. 697; Pike v. Gregory (C. C. A.), 94 Fed. 373; Nashua & L. R. Corp. v. Boston & L. R. Corp. (C. C. A.), 51 Fed. 929, 930; and cases cited *infra*, § 711.

5 Ibid.

6 Hamblin v. Western Land Co., 147 U. S. 531, 37 L. ed. 267; Deming v. Carlise Packing Co., 226 U. S. 102, 57 L. ed. —.

7 Amory v. Amory, 91 U. S. 356, 23 L. ed. 436; Bohanan v. Nebraska, 118 U. S. 231, 30 L. ed. 71. *Cf.* Citizens' Bank v. Farwell (C. C. A.), 56 Fed. 539; Williams v. First Nat. Bank of Pauls Valley, 216 U. S. 582, 54 L. ed. 625. Where the time to appeal has expired, the appellant is not prejudiced because of an affirmance instead of a dismissal. Corcoran v. Kostrometinoff, C. C. A. 164 Fed. 685.

8 Wheeler v. Harris, 13 Wall. 51, 20 L. ed. 531.

9 Evans v. State Nat. Bank, 134 U. S. 330, 33 L. ed. 917. No motion to dismiss will be granted because the transcript filed is incomplete, if properly certified. U. S. v. Davenport's Heirs, 142 U. S. 704, 35 L. ed. 1174; Gregory v. Pike, 64

where it appears upon the examination of affidavits and counter-affidavits filed in the appellate court, that the value of the property in dispute is less than the jurisdictionla amount.[10] Motions to dismiss writs of error and appeals for irregularities and informalities in the papers are of less importance now than formerly, on account of the statute allowing amendments in nearly every case of an irregularity or informality.[11] A writ of error has been dismissed for the failure to annex to the transcript an assignment of errors.[12] The objection that the plaintiff in error or appellant has failed to perfect the appeal or writ of error must be taken by a preliminary motion to dismiss the writ of error or appeal for irregularity;[13] and in many

Fed. 415. See *supra*, § 704. An appeal will not be dismissed because a *supersedeas* has been improperly awarded. Hudgins v. Kemp, 18 How. 530, 15 L. ed. 511; La Conner Trading & Transportation Co. v. Widmer (C. C. A.), 136 Fed. 177 (an appeal bond in admiralty). The proper remedy in such a case is a motion to vacate the *supersedeas* if the *supersedeas* is irregular; Knox County v. U. S., 131 U. S. clxvi. 25 L. ed. 191: and a proceeding to enforce the judgment or decree below, if the *supersedeas* is void. *Ex parte* Ralston. 119 U. S. 613. 30 L. ed. 506; Western A. L. Const. Co. v. M'Gillis, 127 U. S. 776. 32 L. ed. 324: *supra*, § 703.

An appeal will not be dismissed because the statement of facts found by the court and its conclusions of law thereon are not a sufficient compliance with the rules of the Supreme Court on that subject. U. S. v. Adams, 6 Wall. 101, 18 L. ed. 792.

10 Wells v. Wilkins. 116 U. S. 393. 29 L. ed. 671. See *supra*, § 697. Where an appeal has been allowed after a contest as to the value of the matter in dispute, it will not be dismissed because the court may be of the opinion that possibly the estimates acted upon below were too high. if there is no decided preponderance of evidence against jurisdiction. Gage v. Pumpelly, 108 U. S. 164. 27 L. ed. 668. See also Zeigler v. Hopkins, 117 U. S. 683. 29 L. ed. 1019. Where the court below had failed to give due effect to a *remittitur* or release of part of the recovery, the Supreme Court modified the judgment so as to give due effect to the *remittitur*, and affirmed the judgment as thus modified so as to be less than the jurisdictional amount without examining the other assignments of error. Simms v. Simms, 175 U. S. 162, 44 L. ed. 115.

11 U. S. R. S., § 1005. See *supra*, § 699.

12 Dufour v. Lang (C. C. A.), 54 Fed. 913. See S. C. Rule 35; C. C. A. Rule 11; Benites v. Hampton, 123 U. S. 519. 31 L. ed. 260: *supra*, § 701. But see School Dist. v. Hall, 106 U. S. 428, 27 L. ed. 237; Gumbel v. Pitkin, 113 U. S. 545. 28 L. ed. 1128.

13 Mandeville v. Riggs, 2 Pet. 482, 7 L. ed. 493.

cases it will be waived by the appearance of the defendant in error or respondent in the appellate court for a term without a motion to dismiss.[14] Such an appearance and delay is a waiver of the objection that the citation has not been served;[15] and a waiver of the objections that the citation is signed by a different judge from the one who allowed the appeal,[16] and that the return-day named in the writ is too late;[17] and of most objections that might be cured by amendment.[18] Where a motion is made to dismiss an appeal upon the ground that no appeal bond has been given, or approved, or citation served, the court will usually give a reasonable time,[19] in one case sixty days,[20] to file the bond.[21] Where a writ of error or appeal is not docketed and the transcript not filed during the term succeeding the return-day, the appellate court loses jurisdiction thereof; and the case will be dismissed without an opportunity to perfect the same.[22] The fact that the appellee or defendant in error has failed to file the record and docket the cause within the time prescribed does not deprive him of the right to have the cause dismissed.[23] If the plaintiff in

[14] U. S. v. Armejo, 131 U. S. lxxxii, 18 L. ed. 247; Pierce v. Cox, 9 Wall. 786, 19 L. ed. 786; Buckingham v. McLean, 13 How. 150, 14 L. ed. 93; Radford v. Folsom, 123 U. S. 725, 31 L. ed. 292.

[15] U. S. v. Armejo, 131 U. S. lxxxii, 18 L. ed. 247; Pierce v. Cox, 9 Wall. 786, 19 L. ed. 786; Buckingham v. McLean, 13 How. 150, 14 L. ed. 90; Radford v. Folsom, 123 U. S. 725, 31 L. ed. 292; Chaffee v. Hayward, 20 How. 208, 15 L. ed. 804; Lockman v. Lang (C. C. A.), 152 Fed. 1.

[16] Aldrich v. Ætna Co., 8 Wall. 491, 19 L. ed. 473; Sage v. Railroad Co., 96 U. S. 712, 24 L. ed. 641.

[17] Freeman v. Clay, 48 Fed. 849.

[18] Waters-Pierce Oil Co. v. Van Eilderen (C. C. A.), 137 Fed. 557; Love v. Busch (C. C. A.), 142 Fed. 429, 431. *Cf.* Long v. Farmers' State Bank (C. C. A.), 147 Fed. 360, citing McDonogh v. Millaudon, 3 How. 693, 700, 11 L. ed. 787, 794.

[19] Anson v. Blue Ridge R. Co., 23 How. 1, 16 L. ed. 517; Richardson v. Green, 130 U. S. 104, 32 L. ed. 872; Freeman v. Clay, 48 Fed. 849; O'Reilly v. Edrington, 96 U. S. 724, 24 L. ed. 659. See *supra*, § 699.

[20] Anson v. Blue Ridge R. Co., 23 How. 1, 16 L. ed. 517.

[21] *Ibid.*

[22] Killian v. Clark, 111 U. S. 784, 28 L. ed. 599; Radford v. Folsom, 123 U. S. 725, 31 L. ed. 292. See authorities cited *supra*, § 704; Hudson v. Limestone Natural Gas Co. (C. C. A.), 144 Fed. 952; Wong Sang v. U. S. (C. C. A.), 144 Fed. 968.

[23] U. S. v. Fremond, 18 How. 30, 15 L. ed. 302.

error or appellant fails to docket the case with the clerk of the appellate court before the return-day, whether in vacation or in term, unless his time has been enlarged by the justice or judge who signed the citation or by a judge or justice of the appellate court, which enlargement can only be by an order to be filed with the clerk of the appellate court, the defendant in error or appellee may have the case docketed and dismissed, upon producing a certificate from the clerk of the court wherein the judgment or decree was rendered, stating the case, and certifying that such writ of error or appeal has been duly sued out and allowed.[24] It has been held that an order enlarging the time granted, after it had expired, is ineffectual,[25] but where the transcript is filed before the motion to dismiss is made, the motion will usually be denied.[26] A writ of error was dismissed when the plaintiff in error refused to give the clerk security for his fees as required by the former rule.[27]

When the case is reached on the calendar of the appellate and no counsel appears and no brief has been filed for the plaintiff in error or appellant, the defendant in error or respondent may have the plaintiff called and the writ of error or appeal dismissed, or may open the record and pray for an affirmance,[28] but the court may of its own motion, consider

[24] S. C. Rule 9; C. C. A. Rule 16; Wong Sang v. U. S. (C. C. A.), 144 Fed. 968.

[25] Chamberlain Transportation Co. v. South Pier Coal Co. (C. C. A.), 126 Fed. 165.

[26] Southern Pine Lumber Co. v. Ward, 208 U. S. 126, 52 L. ed. 420; Altenberg v. Grant (C. C. A.), 83 Fed. 980, 981; The Kawailani (C. C. A.), 128 Fed. 879; Incorporated Town of Gilman v. Fernald (C. C. A.), 141 Fed. 940; Equitable Life Assur. Soc. of U. S. v. Tolbert (C. C. A.), 145 Fed. 338. See Bingham v. Morris, 7 Cranch, 99, 3 L. ed. 281; Sutherland v. Pearce, C. C. A. 186 Fed. 783.

[27] Owings v. Tierman, 10 Peters, 447, 9 L. ed. 489. § 8, S. C. Rule 10 quoted § 706, *infra; supra*, § 704; *infra*, § 706.

[28] S. C. Rule 16; C. C. A. Rule 22. This rule of the Circuit Court of Appeals does not apply when there is a call of the entire docket at the beginning of the term, and a case is then called in order to appoint a day for the argument, but is not actually reached for argument. Lem Hing Dun v. U. S. (C. C. A.), 49 Fed. 145. A cross-appeal will be dismissed if not ready for argument when the original appeal is called, unless reason for a postponement is shown. L. Bucki & Son L. Co. v. Atlantic C. L. Co. (C. C. A.), 93 Fed. 765; Yates v. Jones Nat. Bank, 206 U. S. 158, 51 L. ed. 1002 (where the writ of error was

the case on the merits, which it will not do unless the assignment of errors clearly presents the questions in issue.[29] An appeal was dismissed for delay in filing a brief, although the delay was authorized by a stipulation of the parties, made without the consent of the court, and the brief was filed a short time before the dismissal.[30] A writ of error cannot be dismissed for want of the appearance of counsel for the plaintiff in error before it is reached on the calendar.[31] When a case is reached for argument on the regular call of the docket and there is no appearance of either party, the case will be dismissed at the cost of the plaintiff in error or appellant.[32] Such a default may for good cause be opened at the same term.[33] When a case is called for argument in the Supreme Court at two successive terms and upon the second term no one is prepared to argue it, it will be dismissed at the cost of the plaintiff in error or appellant, unless good cause to the contrary is shown.[34] When the plaintiff in error or appellant fails on the argument to submit a brief such as is required by Supreme Court Rule 21, or Circuit Court of Appeals Rule 24, the case may be dismissed.[35]

A bill may be dismissed because the appellants are estopped from prosecuting the same.[36] A writ of error or appeal may

dismissed as regards one of two plaintiffs in error, and the judgment affirmed as regards the other).

[29] Fitch v. Richardson (C. C. A.), 147 Fed. 196.

[30] Missouri, K. & T. Ry. Co. v. Kidd (C. C. A.), 146 Fed. 499. See Moline Trust & Savings Bank v. Wylie (C. C. A.), 149 Fed. 734. Additional time was refused where it appeared that there must be an affirmance. Matsumura v. Higgins, C. C. A., 187 Fed. 601.

[31] Larman v. Tisdale, 142 U. S. 705, 35 L. ed. 1174.

[32] S. C. Rule 18; C. C. A. Rule 22.

[33] Rosenthal v. Coates, 148 U. S. 142, 37 L. ed. 399.

[34] S. C. Rule 19; C. C. A. Rule 17.

[35] S. C. Rule 21; C. C. A. Rule 24; Benites v. Hampton, 123 U. S. 519, 31 L. ed. 260. See *infra*, § 514.

[36] Talbot v. Mason (C. C. A.), 125 Fed. 101. Courts have dismissed appeals from judgments entered by consent. Ballot v. U. S., 171 Fed. 404. *Contra*, Street Grading Dist. No. 60 v. Hagadorn, C. C. A., 186 Fed. 451. And where there had been a valid stipulation not to appeal, U. S. Consol. Seeded R. Co. v. Chaddock & Co., C. C. A., 173 Fed. 577. In the absence of a new employment, an attorney who appeared in the court below has no authority to stipulate that no writ of error or appeal shall be taken. Brown v. Arnold, 127 Fed. 387. Where, after the entry of an *ex parte* order appointing a temporary

be dismissed on the consent of both parties thereto. In the Supreme Court it seems that in term time a motion founded upon a stipulation for such dismissal should be made in open court before the case will be dismissed. In vacation in the Supreme Court and at all times in the Circuit Court of Appeals, whenever plaintiff and defendant in error, or appellant and appellee, sign and file with the clerk of the appellate court an agreement in writing through their attorneys of record directing the case to be dismissed and specifying the terms on which it is to be dismissed as to costs, and pay to the clerk any fees that may be due to him, it is the duty of the clerk to enter the case dismissed, and give a copy of the agreement to the parties requesting it, but no mandate or other process will issue without the order of the court.[37] In the Supreme Court no

receiver, the defendant by agreement made by counsel consented to the retention of the receivership, he cannot review such order on an appeal taken from a subsequent decree in the cause. Haight & Freese Co. v. Weiss (C. C. A.), 156 Fed. 328. The right to sue out a writ of error to a judgment granting insufficient relief is not waived by moving for the entry of judgment after the denial of a motion for a new trial. Butte & B. Consol. Min. Co. v. Montana Ore P. Co. (C. C. A.), 121 Fed. 524. Where the defendant in error had opposed a motion for leave to withdraw a writ of error, issued before an assignment of errors had been filed; it was held that he thereby waived his right to move to dismiss the writ because prematurely issued. Alaska Un. Gold Min. Co. v. Muset (C. C. A.), 114 Fed. 66.

[37] S. C. Rule 28; C. C. A. Rule 20. Where, after an order of dismissal on such a stipulation in vacation, but before a mandate had issued, a third party intervened, claiming that he had previously bought the rights of the plaintiff in error, and that the dismissal was in fraud of his rights, the order of dismissal was amended by adding the words: "without prejudice to the right of Albert M. Henry to proceed as he may be advised in the court below, for the protection of his interest." Woodman v. Missionary Soc., 124 U. S. 161, 31 L. ed. 352. Where it was suggested to the Supreme Court that a cause had been compromised, the debt, which the suit was brought to collect, paid, and a stipulation made that the plaintiff in error dismiss the suit; it was ordered that, unless the plaintiff in error show cause to the contrary on or before a motion day two weeks hence, the writ of error be dismissed, service of the order to show cause to be made on the counsel for the plaintiff in error, in Texas, by the clerk of the Supreme Court through the mail. Addington v. Burke, 125 U. S. 693, 31 L. ed. 853. In a case where appeals were being prosecuted by the order of the directors of a corporation, the Supreme Court refused to dismiss such appeals on the motion of parties who claimed to be

affidavits or other papers can be filed with such a stipulation.[38] An appeal or writ of error will not be dismissed on the motion of the plaintiff in error or appellant, without the consent of the defendant or respondent, except on motion and for special reasons.[39] It is usual in the Supreme Court to grant leave to withdraw an appearance whenever asked, without prejudice

holders of a majority of the stock of the corporation. Railway Co. v. Allen, 99 U. S. 463, 25 L. ed. 438. Where, on appeal by the city of New Orleans from a decree in favor of a railway company, the appellee moved in the Supreme Court, for a dismissal of the appeal, on a stipulation for such dismissal, signed by the city attorney, pursuant to a compromise of the matter in dispute made with the city council; and the Board of Liquidation of the city debt of New Orleans resisted the motion, claiming that, pending the appeal, authority over the subject-matter had been transferred from the city council to that board, and that the compromise was invalid; and also moved for leave to prosecute the appeal in the name of the city,—it was held that the question presented was too important to be settled summarily on a motion, and it was ordered that the cause and motions be continued to the next term, and that the appeal be then dismissed unless the Board of Liquidation should begin and prosecute, in some court of competent jurisdiction, without unnecessary delay, an appropriate proceeding to set aside the compromise made with the city council. City of New Orleans v. New Orleans, M. & T. R. Co., 108 U. S. 15, 27 L. ed. 635. In one case the Supreme Court refused, on motion of the attorney for the defendant in error, who claimed that he had a lien on the judgment for his costs, to docket a case which had been dismissed upon stipulation after a settlement between the parties, upon that ground. Platt v. Jerome, 19 How. 384, 15 L. ed. 623.

38 U. S. v. Griffith, 141 U. S. 212, 35 L. ed. 719.

39 U. S. v. Minn. & N. W. R. Co., 18 How. 241, 15 L. ed. 347; McGuire v. Commonwealth, 3 Wall. 382, 18 L. ed. 164. In such a case, he is not entitled as of right to have the order state that the dismissal is without prejudice, but it may state the fact that there has been no hearing upon the merits. Donallan v. Tannage Patent Co. (C. C. A.), 79 Fed. 385. An appeal may be dismissed at the request of the appellant, for the purpose of enabling him to apply to the court of original jurisdiction for leave to open the decree for further proceedings. Greene v. United Shoe Mach. Co. (C. C. A.), 124 Fed 961. An appeal has been dismissed without costs at the request of the court below, in order that an application to file a bill of review might be made to such court. Mossberg v. Nutter (C. C. A.), 124 Fed. 966. Where during the pendency of an appeal to the Supreme Court from the Court of Claims, the latter court grants a new trial, the appeal will be dismissed on motion of the appellant. U. S. v. Young, 94 U. S. 258, 24 L. ed. 153; Latham's Ap-

to all the rights of the adverse party.[40] After an appearance has been withdrawn, the defendant in error may have the plaintiff called and the suit dismissed, or open the record and pray for an affirmance.[41] An appeal or writ of error may be dismissed, even after argument and on the court's own motion, upon proof that the controversy between the parties has been settled,[42] even when the appellant or plaintiff in error

peal. 9 Wall. 145, 19 L. ed. 771; Deming's Appeal, 10 Wall. 251, 19 L. ed. 893; U. S. v. Ayres, 9 Wall. 608, 19 L. ed. 625; U. S. v. Crusell, 12 Wall. 175, 20 L. ed. 384; *Ex parte* Russell, 13 Wall. 664, 20 L. ed. 632; *Ex parte* U. S., 16 Wall. 699, 21 L. ed. 507. An appeal will not usually be dismissed on motion of the appellant without the consent of the respondent, if the appellant intends to bring a new appeal; but when the Attorney-General averred that other questions not on the record were material and should be considered, leave to dismiss the appeal was granted. U. S. v. Minn. & N. W. R. Co., 18 How. 241, 15 L. ed. 347.

[40] McGuire v. Commonwealth, 3 Wall. 382, 18 L. ed. 164; U. S. v. Yates, 6 How. 605, 12 L. ed. 575. But see Farrar v. U. S., 3 Pet. 459, 7 L. ed. 741.

[41] McGuire v. Commonwealth, 3 Wall. 382, 18 L. ed. 164; S. C. Rule 16; C. C. A. Rule 22.

[42] Little v. Bowers, 134 U. S. 547, 33 L. ed. 1016; Lord v. Veazie, 8 How. 251, 12 L. ed. 1067; Cleveland v. Chamberlain, 1 Black, 419, 17 L. ed. 93; Am. Wood Paper Co. v. Heft, 8 Wall. 333, 19 L. ed. 379; San Mateo County v. So. Pac. R. Co., 116 U. S. 138, 29 L. ed. 589; East Tenn., V. & G. R. Co. v. So. Tel. Co., 125 U. S. 695, 31 L. ed. 853; Buck's Stove & Range Co. v. Am. Federation of Labor, 219 U. S. 581, 55 L. ed. 345. Where the proceeding was brought solely to establish the right to an office and the term of the claimant had expired. Tennessee ex rel. Maloney v. Condon, 189 U. S. 64, 47 L. ed. 709. Where, pending an appeal from a decree denying an injunction, the object ought to be enjoined had been accomplished, and appellant was not entitled to damages for any further relief except costs. Wingert v. First Nat. Bank of Hagerstown, 223 U. S. 670, 56 L. ed. 605, the construction of a building; Mills v. Green, 159 U. S. 651, 40 L. ed. 293, an election case. Richardson v. McChesney, 218 U. S. 487, 54 L. ed. 1121, an election case. But see Matter of Madden, 148 N. Y. 136; Matter of Goodman, 146 N. Y. 284; People ex rel. Press Pub. Co. v. Martin, 72 Hun, 354; s. c., 142 N. Y. 228, 40 Am. St. Rep. 592; Matter of Cuddebeck, 3 N. Y. App. Div. 103, 108. Where the plaintiff in error sought to cancel the revocation of an annual license and the term of the same had expired. Security Mut. L. Ins. Co. v. Prewitt, 200 U. S. 446, 50 L. ed. 545, reinstated because it appeared that the court was mistaken as to the facts, and judgment affirmed in s. c. 202 U. S. 246, 50 L. ed. 1013. But see Boise City Irr. & Land Co. v. Clark (C. C. A.), 131 Fed. 415. Where a patent expired pending an appeal from an interlocutory decree

for an injunction against its infringement, Thomson-Houston El. Co. v. Nassau El. R. Co. (C. C. A.), 119 Fed. 551, or from a final decree for a perpetual injunction to that effect without an accounting, Chapin v. Friedberger Aaron Mfg. Co. (C. C. A.), 158 Fed. 409. (The facts in relation to the expiration of the patent should be presented to the appellate court at or before the argument of the appeal. Otherwise, leave to file a supplemental bill in the nature of a bill of review so as to plead them may be denied or granted only upon terms. Westinghouse El. & Mfg. Co. v. Stanley Instrument Co. (C. C. A.), 138 Fed. 823.) Where the complainant had waived the past damages and profits and had granted a license which the defendants accepted. Victor Talking Mach. Co. v. Am. Graphaphone Co., C. C. A., 192 Fed. 1023. Upon appeal from a District Court to the Supreme Court, in a suit for the infringement of a patent, one of several appellants, plaintiffs below, cannot have the appeal dismissed, against the objection of the others, upon the ground that the Supreme Court of the State, in a suit between the same parties, has enjoined the appellants from making any claim against the appellee for the use of the patented invention. Marsh v. Nichols, 120 U. S. 598, — 30 L. ed. 796. But see Kimball v. Kimball, 174 U. S. 158, 43 L. ed. 932. An appeal from an order denying an injunction, was dismissed when the appellant had been given the relief which he sought. Meyers v. Cheesman, C. C. A., 174 Fed. 783; Lewis Pub. Co. v. Wyman, C. C. A., 182 Fed. 13. Dismissals were ordered, where the enactment of a new statute established the right of the complainant to the injunctive relief, which it prayed. Dinsmore v. Southern Express Co., 183 U. S. 115, 46 L. ed. 111. But see Campbell v. California, 200 U. S. 87, 50 L. ed. 382. Where after a writ of error to a judgment upon an indictment a *nolle prosequi* was entered in the court below by order of the President of the United States, and a copy of the same was filed in the office of the clerk of the Supreme Court, the court on motion dismissed the case. U. S. v. Phillips, 6 Pet. 776, 8 L. ed. 578. Where, in an action on county bonds, subsequently to the judgment the county settled with the bondholders by giving them new bonds bearing a less rate of interest and destroying the old bonds, the writ of error was dismissed. Dakota County v. Glidden, 113 U. S. 222, 28 L. ed. 981. Where, pending an appeal from a decree granting or denying an injunction against the collection of a tax, the taxes were paid voluntarily, Little v. Bowers, 134 U. S. 547, 33 L. ed. 1016; or deposited in a bank to the credit of the State under a statute which makes such a deposit the equivalent of payment, California v. San Pablo & Tulare R. Co., 149 U. S. 308, 37 L. ed. 747; or collected by compulsory process, Singer Mfg. Co. v. Wright, 141 U. S. 696, 35 L. ed. 906; or where the plaintiff in error had, in order to prevent a forfeiture, complied with the condition imposed by the judgment, and thus relieved itself from the forfeiture, therein decreed, American Book Co. v. Kansas, 193 U. S. 49, 48 L. ed. 613; the appeal will be dismissed. Where the whole controversy except the question of costs has been settled, the appeal will be dismissed. Washington M. Co. v. District of Colum-

has acted under duress;[43] or upon proof that the act sought to be prohibited has been committed, at least in a case where no compensation can be given by damages.[44]

It is no ground for a dismissal of an appeal that the plaintiff in error or appellant has been paid voluntarily by the respondent a sum of money, or has accepted a transfer of property under the judgment or decree brought up for review,[45] at least where he appeals from a part of the decree which is entirely

bia. 137 U. S. 62, 34 L. ed. 572; Wingert v. First Nat. Bank of Hagerstown, 223 U. S. 670, 56 L. ed. 605; Arnold v. Woodsey (C. C. A.), 54 Fed. 268. A writ of error was dismissed where pending the same the plaintiff in error voluntarily paid so much of the judgment as to reduce it below the jurisdictional amount. Thorp v. Bonnifield, 177 U. S. 15, 44 L. ed. 652. Where pending an appeal in a suit between two corporations a majority of the stock of the defendant appellant had been acquired by the parties in control of the plaintiff respondent, the Supreme Court reversed the decree without passing upon the merits and remanded the case for further proceeding in conformity with the law. So. Spring H. G. Min. Co. v. Amador M. G. Min. Co., 145 U. S. 300, 36 L. ed. 712. A receiver cannot, by a compromise subsequent to the decree, deprive of his right to appeal a creditor who is a party to the suit. Empire State Surety Co. v. Carroll County, C. C. A., 194 Fed. 593. Where there was an actual controversy, an appeal was not dismissed because the persons interested agreed in advance as to the steps taken to present the issue. *Ex parte* Steele, C. C. A., 162 Fed. 694. An appeal from a judgment enforcing a judgment of an Interstate Commerce Commission was not dismissed, although the time during which the order was effected had expired. Southern Pac. Terminal Co. v. Interstate Commerce Commission, 219 U. S. 498, 55 L. ed. 310.

[43] American Book Co. v. Kansas, 193 U. S. 49, 48 L. ed. 613.

[44] Mills v. Green, 159 U. S. 651, 40 L. ed. 293; Jones v. Montague, 194 U. S. 147, 48 L. ed. 913.

[45] Erwin v. Lowry, 7 How. 172, 184, 12 L. ed. 655, 660. Where the Supreme Court of a State enjoined the collection of the judgment of the Supreme Court of the District of Columbia beyond a certain sum, it was held that the plaintiff was not estopped from prosecuting his writ of error to the Supreme Court of the United States by the fact that he had accepted that sum. Embry v. Palmer, 107 U. S. 3, 27 L. ed. 346. A party does not waive his writ of error or appeal, nor by withdrawal from the registry of the court of a sum awarded the appellant by a separable part of the decree, from which no appeal was taken, Snow v. Hazlewood, C. C. A., 179 Fed. 182; nor by compliance with an order of distribution, by collecting a judgment for costs and paying the same into court, Robinson v. Hayes, C. C. A., 186 Fed. 295; nor by using a part of the money collected to pay the costs of the appeal, Ibid.

disconnected with that which directs the payment or conveyance. An appeal will be dismissed by the court when it is shown from affidavits filed on behalf of persons not parties to the suit, that the appeal is not conducted by parties having adverse interests, but is a collusive appeal taken for the purpose of obtaining a decision.[46] A motion to dismiss a writ of error or appeal upon the ground of want of jurisdiction, or, it seems, for any other ground except a failure to take the same in due time,[47] or a failure to perfect the same,[48] may be made at any time, even before the term to which the return should regularly be made.[49]

"The court in any pending cause will receive a motion to affirm on the ground that it is manifest that the writ or appeal was taken for delay only, or that the questions on which the decision of the cause depend are so frivolous as not to need further argument. The same procedure shall apply to and control such motions as is provided for in cases of motions to dismiss under paragraph 4 of this rule."[50] Formerly, such a motion was not granted unless there was a colorable ground;[51] except in a case where the appeal was clearly friv-

[46] Cleveland v. Chamberlain, 1 Black, 419, 17 L. ed. 93; Embry v. Palmer, 107 U. S. 3, 27 L. ed. 346; Benner v. Hayes (C. C. A.), 80 Fed. 953. Upon a motion to dismiss an appeal on the ground that the controversy is fictitious, where the evidence leaves the question doubtful, the court will grant a rule to show cause why the suit should not be dismissed, with leave to both parties to take and file depositions in support of and against the motion. Am. Wood Paper Co. v. Heft, 8 Wall. 333, 19 L. ed. 379; East Tenn., V. & G. R. Co. v. So. Tel. Co., 125 U. S. 695, 31 L. ed. 853.

[47] Such a motion must be reasonably made. Bryar v. Campbell, 177 U. S. 649, 44 L. ed. 926.

[48] *Supra*, §§ 702, 704.

[49] *Ex parte* Russell, 13 Wall. 664, 20 L. ed. 632; Clark v. Hancock, 94 U. S. 493, 24 L. ed. 146; Thomas v. Wooldridge, 23 Wall. 283, 23 L. ed. 135; Whitney v. Cook, 99 U. S. 607, 25 L. ed. 446; Whitcomb v. Smithson, 175 U. S. 635, 44 L. ed. 303; Sugg v. Thornton, 132 U. S. 524, 33 L. ed. 447; *supra*, note 2; Hook v. Mercantile Tr. Co. (C. C. A.), 95 Fed. 41. Laches is no ground for denying a motion to dismiss because of a settlement of the controversy. Little v. Bowers, 134 U. S. 547, 33 L. ed. 1016.

[50] S. C. Rule 6; Whitney v. Cook, 99 U. S. 607, 25 L. ed. 446; Hinckley v. Morton, 103 U. S. 764, 26 L. ed. 458; Micas v. Williams, 104 U. S. 556, 26 L. ed. 842; Swope v. Leffingwell, 105 U. S. 3, 26 L. ed. 939; Chanute City v. Trader, 132 U. S. 210, 33 L. ed. 345. See § 707 *infra*.

[51] School Dist. v. Hall, 106 U. S. 428, 27 L. ed. 237; Hinckley v. Morton, 103 U. S. 764, 26 L. ed. 458; Davies v. Corbin, 113 U. S. 687, 28 L. ed. 1149; Walsington v. Nevin, 128 U. S. 578, 32 L. ed. 544; New

olous.[52] It could not be united with a motion to dismiss for a defect in the bond,[53] but it might be with a motion to dismiss for a defect in the form of a writ of error;[54] although it was usually coupled with a motion to dismiss for want of jurisdiction. The motion, like all other motions in the Supreme Court, must be reduced to writing, and contain a brief statement of the facts and objects of the motion.[55] It is the safer and the usual practice for the moving party to print the transcript before the submission of the motion, unless it has been previously printed by his adversary. The motion papers should contain so much of the record as to enable the court to act understandingly.[56] The motion day in the Supreme Court is Monday throughout the term.[57] No motion to dismiss, except on special assignment by the court, will be heard, unless previous notice has been given to the adverse party, or his counsel or attorney.[58] The party moving to dismiss must serve notice of the motion, with a copy of his brief or argument, on the counsel for his opponent in the Supreme Court at least three weeks before the time fixed for submitting the motion, in all cases except where such counsel resides west of the Rocky Mountains, when the notice must be at least thirty days.[59] Affidavits of the deposit in the mail of the notice and brief, properly addressed to the counsel to be served, duly postpaid, in time to reach him by due course of mail, three weeks or thirty days, as the case may be, before the time fixed by the notice, is *prima facie* evidence of service on counsel who reside without the District of Columbia.[60] Further time may, however, be given either party by the court.[61] The motion, if not a motion to docket and dismiss for failure to file the record, must, in the first instance, be submitted on

Orleans v. Louisiana Const. Co., 129 U. S. 45, 32 L. ed. 607; The Alaska, 130 U. S. 201, 32 L. ed. 923.

52 Chanute City v. Trader, 132 U. S. 210, 33 L. ed. 345; The S. C. Tyron, 105 U. S. 267, 26 L. ed. 1026; Swope v. Leflingwell, 105 U. S. 3, 26 L. ed. 939; Sugg v. Thornton, 132 U. S. 524, 33 L. ed. 447. But see Amory v. Amory, 91 U. S. 356, 23 L. ed. 436.

53 Gay v. Parpart, 101 U. S. 391, 25 L. ed. 841.

54 Evans v. Brown, 109 U. S. 180, 27 L. ed. 898.

55 S. C. Rule 6.

56 Texas Land & Cattle Co. v. Scott, 137 U. S. 436, 34 L. ed. 730; Waterville v. Van Slyke, 115 U. S. 290, 29 L. ed. 406; Mayer v. Walsh, 108 U. S. 17, 27 L. ed. 635.

57 S. C. Rule 6.

58 S. C. Rule 6.

59 S. C. Rule 6.

60 S. C. Rule 6.

61 S. C. Rule 6.

printed briefs and arguments.[62] If the court requires further argument on the subject, it will usually be ordered in connection with the argument of the case on the merits.[63] The motion to affirm, if made before the record is printed, will rarely be granted unless the motion papers, which must be printed, are very full, and clearly show the frivolous character of the appeal or error.[64] Affidavits may be used in support of the motion in a proper case.[65] Where the question is doubtful or the examination of a bulky record is required, it is usual to postpone the decision till the argument of the whole case.[66] After one motion to dismiss has been filed and set down for a hearing, the party that filed it has no right to file a second motion to dismiss upon new grounds without leave of the court.[67] Such leave will not be granted upon formal grounds only.[68] If the appeal is wholly insufficient to sustain the jurisdiction of the appellate court, that court may of its own motion, at the hearing on the merits, have notice of the insufficiency.[69] After the dismissal of a writ of error or appeal, the court may, but rarely will, reinstate the same upon a motion made at the same term at which the order of dismissal was entered.[70] The allowance of such an order rests in the discretion of the appellate court.[71] A motion to reinstate the cause must be made at the term at which the order of dismissal was entered.[72] Long delay may be a ground for denying

62 S. C. Rule 6.

63 S. C. Rule 6.

64 Crane Iron Co. v. Hoagland, 108 U. S. 6, 27 L. ed. 632; Carey v. Houston & T. C. Ry. Co., 150 U. S. 170, 37 L. ed. 1041; The Colonel McLeod, 112 U. S. 710, 28 L. ed. 825.

65 Rector v. Lipscomb, 141 U. S. 557, 35 L. ed. 857; Whiteside v. Hazleton, 110 U. S. 296, 28 L. ed. 152; *supra*, § 696. For a case where the court held it improper to file copies of certain letters, see U. S. v. Griffith, 141 U. S. 212, 35 L. ed. 719.

66 Standard Oil Co. v. Bell (C. C. A.), 82 Fed. 113

67 Nashua & L. R. Corp. v. Boston & L. R. Corp., 51 Fed. 929, 931, per Gray, J.

68 Ibid.

69 Ibid.

70 Bank of U. S. v. Swan, 3 Pet. 68, 7 L. ed. 605; Glenny v. Langdon, 94 U. S. 604, 24 L. ed. 237; Knox v. Exchange Bank, 12 Wall. 379, 20 L. ed. 414; Alviso v. U. S., 6 Wall. 457, 18 L. ed. 721.

71 Gwin v. Breedlove, 15 Pet. 284, 10 L. ed. 740; James v. McCormack, 105 U. S. 265, 26 L. ed. 1044.

72 Rice v. Minn. & N. W. R. Co., 21 How. 82, 16 L. ed. 31; Selma & M. R. Co. v. Louisiana Nat. Bank, 94 U. S. 253, 24 L. ed. 32. But see

such a motion, even though the motion is made at the term at which the order of dismissal was entered.[73] Such a motion may be granted, where the notice of the motion to dismiss was insufficient and irregular, since it designated no time for hearing;[74] where the omission to return the citation arose from the neglect of the court below, and the citation has been lost or destroyed;[75] where a trustee in bankruptcy applies to have a case reinstated which was dismissed, and to be substituted for the bankrupt as plaintiff in error, if he applies at the same term;[76] where an appeal has been dismissed for the failure of the appellant to file a transcript within the time required by the rule of the court, provided that the trancript is filed during the term.[77] Upon the dismissal of an appeal, the court has the power to allow damages not exceeding five per centum for the delay.[78]

§ 706. Printing the record. The record must be printed for the use of the court and counsel. The following rule regulates printing the record in the Supreme Court:—"1. In all cases the plaintiff in error or appellant, on docketing a case and filing the record, shall make such cash deposit with the clerk, for the payment of his fees as he may require, or otherwise satisfy him in that behalf. 2. The clerk shall cause an estimate to be made of the cost of printing the record, and of his fee for preparing it for the printer and supervising the printing, and shall notify to the party docketing the case the amount of the estimate. If he shall not pay it within a reasonable time, and for want of such payment the record shall not have been printed when a case is reached in the regular call of the docket the case shall be dismissed. 3. Upon payment by either party of the amount estimated by the clerk, twenty-five copies of the record shall be printed, under his supervision, for the use of the court and of counsel. 4. In cases of appellate jurisdiction the orig-

Jackson v. Ashton, 10 Pet. 480, 9 L. ed. 502.

[73] Johnson v. Wilkins, 118 U. S. 228, 30 L. ed. 210; Deming's Appeal, 10 Wall. 251, 19 L. ed. 893.

[74] Glenny v. Langdon, 94 U. S. 604, 24 L. ed. 237.

[75] Alviso v. U. S., 6 Wall. 457, 18 L. ed. 721.

[76] Knox v. Exchange Bank, 12 Wall. 379, 20 L. ed. 414.

[77] Bank of U. S. v. Swan, 3 Pet. 68, 7 L. ed. 605; West Chicago St. R. Co. v. Ellsworth (C. C. A.), 77 Fed. 664. But see Rule 8 as amended, 137 U. S. 710; Bradley v. Eccles (C. C. A.), 126 Fed. 945.

[78] Deming v. Carlisle Packing Co., 226 U. S. 102, 57 L. ed. —.

inal transcript on file shall be taken by the clerk to the printer. But the clerk shall cause copies to be made for the printer of such original papers, sent up under Rule 8, section 4, as are necessary to be printed; and of the whole record in cases of original jurisdiction. 5. The clerk shall supervise the printing, and see that the printed copy is properly indexed. He shall distribute the printed copies to the justices and the reporter, from time to time, as required, and a copy to the counsel for the respective parties. 6. If the actual cost of printing the record, together with the fee of the clerk, shall be less than the amount estimated and paid, the amount of the difference shall be refunded by the clerk to the party paying it. If the actual cost and clerk's fee shall exceed the estimate the amount of the excess shall be paid to the clerk before the delivery of a printed copy to either party or his counsel. 7. In case of reversal, affirmance, or dismissal, with costs, the amount of the cost of printing the record and of the clerk's fee shall be taxed against the party whom costs are given, and shall be inserted in the body of the mandate or other proper process.[8] Upon the clerk's producing satisfactory evidence, by affidavit or the acknowledgment of the parties or their sureties of having served a copy of the bill of fees due by them, respectively, in this court, on such parties or their sureties, an attachment shall issue against such parties or sureties, respectively, to compel payment of said fes. 9. The plaintiff in error or appellant may, within ninety days after filing the record in this court, file with the clerk a statement of the errors on which he intends to rely, and of the parts of the record which he thinks necessary for the consideration thereof, with proof of service of the same on the adverse party. The adverse party, within ninety days thereafter, may designate in writing filed with the clerk additional parts of the record which he thinks material; and, if he shall not do so, he shall be held to have consented to a hearing on the parts designated by the plaintiff in error or appellant. If parts of the record shall be so designated by one or both of the parties, the clerk shall print those parts only; and the court will consider nothing but those parts of the record, and the errors so stated. If at the hearing it shall appear that any material part of the record has not been printed, the writ of error or appeal may be dismissed, or such other order made as the circumstances may appear to the court to require. If the defendant in error or ap-

pellee shall have caused unnecessary parts of the record to be printed, such order as to costs may be made as the court shall think proper. The fees of the clerk under Rule 24, section 7, shall be computed, as at present, on the folios in the record as filed, and shall be in full for the performance of his duties in the execution hereof."[1]

The following rule regulates printing the record in the Circuit Courts of Appeal: "The counsel for the plaintiff in error or appellant shall print and file with the clerk of the court at least six days before the case is called for argument, twenty copies of the record, unless a different order as to such printing is made by the court, either of its own motion, or upon application made at least ten days before the case is called for argument; and shall furnish three copies of the printed record to the adverse party at least six days before the argument. The parties may stipulate in writing that parts only of the record shall be printed, and the case may be heard on the parts so printed, but the court may direct the printing of other parts of the record. If the record shall not have been printed when the case is reached in the regular call of the docket, the case may be dismissed. In case of reversal, affirmance, or dismissal, with costs, the amount paid for printing the record shall be taxed against the party against whom costs are given."[2] The cases in which records printed in the court below can be used in the court of review have been previously explained.[3] Under special circumstances. Where there were serious objections to the enlargement of the defendant on bail, the court dispensed with the printing of the record and briefs upon a writ of error to review a judgment of conviction in a criminal prosecution. In an extraordinary case, when the appellant was too poor to print the record, the same dispensation has been made in a civil suit.[5] The expense of printing the record on appeal or in the court

§ 706. [1] S. C. Rule 10; De Groot v. U. S., 5 Wall. 419, 18 L. ed. 700. Costs were enforced in Ball & Locket Fastener Co. v. Kraetzer, 150 U. S. 111, 37 L. ed. 1019.

[2] C. C. A. Rule 23. By subsequent amendments in the First Circuit twenty-five copies were required; in the Second Circuit, fifteen; in the Fourth Circuit, forty; in the Fifth, Sixth and Seventh Circuits, twenty-five. See *infra*, Appendix.

[3] *Supra*, § 417.

[4] Morse v. U. S., C. C. A., 168 Fed. 49.

[5] *Re* Friedman, C. C. A., 161 Fed. 260, 262, in bankrupcty. See §§ 417, 667, *supra*.

below may be paid from funds in the hands of a receiver;[6] the record for the court below may be thus printed in such a manner as to be used in appellate court should an appeal be subsequently taken by either party.[7] All briefs and records for the use of the court must be printed in such form and size that they can be conveniently cut and bound so as to make an ordinary octavo volume.[8]

§ 707. **Argument of appeals and writs of error.** The rules of the Supreme Court provide: "1. In all cases brought here on writ of error, appeal, or otherwise, the court will receive printed arguments without regard to the number of the case on the docket, if the counsel on both sides shall choose to submit the same within the first ninety days of the term; and, in addition, appeals from the Court of Claims may be submitted by both parties within thirty days after they are docketed, but not after the first day of April; but thirty copies of the arguments, signed by attorneys or counsellors of this court, must be first filed. 2. When a case is reached in the regular call of the docket, and a printed argument shall be filed for one or both parties, the case shall stand on the same footing as if there were an appearance by counsel. 3. When a case is taken up for trial upon the regular call of the docket, and argued orally in behalf of only one of the parties, no printed argument for the opposite party will be received, unless it is filed before the oral argument begins, and the court will proceed to consider and decide the case upon the *ex parte* argument. 4. No brief or argument will be received, either through the clerk or otherwise, after a case has been argued or submitted, except upon leave granted in open court after notice to opposing counsel."[1]

"1. The court, on the second day in each term, will commence calling the cases for argument in the order in which they stand on the docket, and proceed from day to day during the term in the same order (except as hereinafter provided); and if the parties, or either of them, shall be ready when the case is called, the same will be heard; and if neither

[6] Ferguson v. Dent, 46 Fed. 88.

[7] Dent v. Ferguson, 131 U. S. 397; Ferguson v. Dent, 46 Fed. 88; *supra*, § 117.

[8] S. C. Rule 31; C. C. A. Rule 26.

§ 707. [1] S. C. Rule 20. Where parties stipulate to submit a case without any mention of the time of submission, or any reference to the rule just cited, the court will not compel a submission before the case

party shall be ready to proceed in the argument, the case shall be continued to the next term of the court unless some good and satisfactory reason to the contrary shall be shown to the court. 2. Ten cases only shall be considered as liable to be called on each day during the term. But on the coming in of the court on each day the entire number of such ten cases will be called, with a view to the disposition of such of them as are not to be argued. 3. Criminal cases may be advanced by leave of the court on motion of either party. 4. Cases once adjudicated by this court upon the merits, and again brought up by writ of error or appeal, may be advanced by leave of the court on motion of either party. 5. Revenue and other cases in which the United States are concerned, which also involve or affect some matter of general public interest, or which may be entitled to precedence under the provisions of any act of Congress, may also by leave of the court be advanced on motion of the Attorney-General."[2]

is called for argument in its regular place on the calendar. Glen v. Fant, 124 U. S. 123, 31 L. ed. 352. Such a stipulation cannot be withdrawn except by leave of the court for cause shown. Muller v. Dows, 94 U. S. 277, 24 L. ed. 76. Where, after such a stipulation has been made, at the time appointed for the submission no argument was filed by the plaintiff in error, the court treated the cause as submitted, and affirmed the judgment without passing specially upon the assignments of error returned with the record: but subsequently rescinded the order of affirmance on condition that the plaintiff should pay the costs of the term and print the record within sixty days. Aurrecochea v. Bangs, 110 U. S. 217, 28 L. ed. 125. Where a number of causes were pending against different defendants who relied upon a common ground of defense, united in the employment of counsel, and contributed to a common fund for the expense of litigation: the Supreme Court refused to accept the submission of one of the causes, which it was claimed had been amicably arranged under the employment of new counsel for the defense, when the original counsel employed for the general defense, who were still retained in a subsequent case, objected to such a submission. Smelting Co. v. Kemp, 103 U. S. 666, 26 L. ed. 313. Where a cause which had been submitted on briefs involved a constitutional question upon which there was a difference of opinion in the Supreme Court, the submission was set aside, the cause restored to the calendar, and an oral argument ordered. Louisiana v. New Orleans, 103 U. S. 521, 26 L. ed. 306. Where a cause was submitted under a stipulation, but the brief did not comply with that provision of Rule 21 which provides that "when a statute of a State is cited, it shall be printed at length," the submission was set aside, and the cause restored to its place on the docket. School District v. Insurance Co., 101 U. S. 472, 25 L. ed. 868.

[2] S. C. Rule 26. By S. C. Rule 6, subd. 6: "Although the court

Writs of error to revise the judgments of State courts in criminal cases take precedence on the calendar, unless the Supreme Court otherwise directs.[3] Writs of error to judgments of conviction of capital crimes in the courts of the United States must be advanced to a speedy hearing on motion of either party.[4] Other criminal cases may be advanced by leave of the court on motion of either party.[5] Where a State is a party, or the execution of the revenue laws of a State is enjoined or stayed, such State or the party claiming under the revenue laws of a State, the execution whereof is stayed, is entitled on showing sufficient reason to have the cause heard at any time after it is docketed, in preference to any civil causes pending in the court between private parties.[6] Such a case will not be advanced at the motion of the party opposing the State, or seeking to enjoin the execution of its revenue laws.[7] The calendar practice of the Circuit Courts of Appeals differs in the different circuits.[8] Special rules provide for a summary disposition of petitions for the revision of orders in bankruptcy.[9]

In the Supreme Court "6 all motions to advance cases must be printed, and must contain a brief statement of the matter involved, with the reasons for the application. 7. No other case will be taken "up out of the order on the docket, or be set down for any particular day, except under special and peculiar circumstance to be shown to the court.[10] 8. Two

upon consideration of a motion to dismiss or a motion to affirm may refuse to grant the motion, it may nevertheless, if the conclusion is arrived at that the case is of such a character as not to justify extended argument, order the cause transferred for hearing to a summary docket. The hearing of the causes on such docket will be expedited, the court providing from time to time for such speedy disposition of the docket as the regular order of business may permit, and on the hearing of such causes one-half hour will be allowed each side for oral argument."

[3] U. S. R. S., § 710.

[4] 25 St. at L., Ch. 113, § 6, p. 656.

[5] S. C. Rule 26.

[6] U. S. R. S., § 949. See *supra*, § 373.

[7] Central R. Co. v. Bourbon County, 116 U. S. 538, 29 L. ed. 725.

[8] See the rules in the Appendix, *infra*.

[9] Ibid.

[10] S. C. Rule 26. But see Poindexter v. Greenhow, 109 U. S. 63, 27 L. ed. 860. An appeal from part

or more cases, involving the same question, may, by the leave of the court, be heard together, but they must be argued as one case.[11] Permission may be given to a counsel to submit a brief in a case involving a question that is in the case in which he is retained. "9. If, after a case has been passed, the parties shall desire to have it heard, they may file with the clerk their joint request to that effect, and the case shall then be by him reinstated for call ten cases after that under argument, or next to be called at the end of the day the request is filed. If the parties will not unite in such a request, either may move to take up the case, and it shall then be assigned to such place upon the docket as the court may direct. 10. No stipulation to pass a case will be recognized as binding upon the court. A case can only be so passed upon application made and leave granted in open court.[12] "Cases brought to this court by writ of error or appeal where the only question in issue is the question of the jurisdiction of the court below, will be advanced on motion, and heard under the rules prescribed by Rule 6, in regard to motions to dismiss writs of error and appeals."[13] When a case is called for argument at two successive terms, and upon the call at the second term neither party is prepared to argue it, the case will be dismissed at the costs of the plaintiff unless sufficient cause for a postponement is shown.[14] A Supreme Court may postpone the argument of an important constitutional question when the bench is not full.[15] "The court will, at every term, announce on what day it will adjourn at least ten days before the time which shall be fixed upon, and the court will take up no case for argument, nor receive any case upon printed briefs, within three days next before the day fixed upon for adjournment."[16] "1. The counsel for plaintiff in error or appellant shall file with the clerk of the court, at least three weeks before the case is called for argument, thirty copies of a printed brief, one of which shall, on application, be furnished to each of the counsel engaged upon

of an order will rarely, if ever, be heard before the rest of the appeal taken. U. S. v. Lee Yen Tai, C. C. A., 108 Fed. 950.

[11] S. C. Rule 26.

[12] S. C. Rule 26.

[13] S. C. Rule 32.

[14] S. C. Rule 19.

[15] Mayor of N. Y. v. Miln, 9 Pet. 85, 9 L. ed. 60; Briscoe v. Commonwealth Bank, 9 Pet. 85, 9 L. ed. 60.

[16] S. C. Rule 27.

the opposite side. 2. This brief shall contain, in the order here stated: (1) A concise abstract, or statement of the case, presenting succinctly the questions involved and the manner in which they are raised. (2) A specification of the errors relied upon, which, in cases brought up by writ of error, shall set out separately and particularly each error asserted and intended to be argued; and in cases brought up by appeal the specification shall state, as particularly as may be, in what the decree is alleged to be erroneous. When the error alleged is to the admission or to the rejection of evidence, the specification shall quote the full substance of the evidence admitted or rejected. When the error alleged is to the charge of the court, the specification shall set out the part referred to *totidem verbis*, whether it be instructions given or instructions refused. When the error alleged is to a ruling upon the report of a master, the specification shall state the exception to the report and the action of the court upon it. (3) A brief of the argument, exhibiting a clear statement of the points of law or fact to be discussed, with a reference to the pages of the record and the authorities relied upon in support of each point. When a statute of a State is cited, so much thereof as may be deemed necessary to the decision of the case shall be printed at length. 3. The counsel for a defendant in error or an appellee shall file with the clerk thirty printed copies of his argument, at least one week before the case is called for hearing. His brief shall be of like character with that required of the plaintiff in errorr or appellant, except that no specification of errors shall be required, and no statement of the case, unless that presented by the plaintiff in error "or appellant is controverted. 4. When there is no assignment of errors, as required by section 997 of the Revised Statutes, counsel will not be heard, except at the request of the court; and errors not specified according to this rule will be disregarded; but the court, at its option, may notice a plain error not assigned or specified.[17] "In all cases of equity or admiralty jurisdiction, heard

[17] See § 701, U. S. R. S., § 997, and S. C. Rule 35; C. C. A. Rules 11, 21, § 701; Treat v. Jemison, 20 Wall. 652, 22 L. ed. 449; Ryan v. Koch, 17 Wall. 19, 21 L. ed. 611; Boston M. Co. v. Eagle M. Co., 115 U. S. 221, 29 L. ed. 392; Hunt v. Blackburn, 127 U. S. 774, 32 L. ed. 323; Stevenson v. Barbour, 140 U. S. 48, 35 L. ed.

in this court, no objection shall hereafter be allowed to be taken to the admissibility of any deposition, deed, grant, or other exhibit found in the record as evidence, unless objection was taken thereto in the court below and entered of record; but the same shall otherwise be deemed to have been admitted by consent.[18] 5. When, according to this rule, a plaintiff in error or an appellant is in default, the case may be dismissed on motion; and when a defendant in error or an appellee is in default, he will not be heard, except on consent of his adversary, and by request of the court. 6. When no oral argument is made for one of the parties, only one counsel will be heard for the adverse party. 7. No brief or printed argument, required by the foregoing sections, shall be filed by the clerk unless the same shall be accompanied by satisfactory proof of service upon counsel for the adverse party. 8. Every brief of more than 20 pages shall contain on its front fly leaves a subject index with page references, the subject index to be supplemented by a list of all cases referred to, alphabetically arranged, together with references to pages where cases are cited."[19] The same practice prevails in this respect in the Cir-

338; Mann v. Dempster, C. C. A., 181 Fed. 76; Western Union Tel. Co. v. Winland, C. C. A., 182 Fed. 493; Ireton v. Pennsylvania Co., C. C. A., 185 Fed. 84. The specification of errors in the brief should conform substantially to the assignment of errors in the record. Vider v. O'Brien, C. C. A., 62 Fed. 326. As to setting forth the evidence in the specifications, see Haldane v. U. S., C. C. A., 69 Fed. 819. As to the references to the record, see Nat. Cash Reg. Co. v. Leland, C. C. A., 94 Fed. 502. The appellate court will take notice of a question affecting the jurisdiction, although not specified in the assignment of errors, and in such a case may direct that briefs be filed on that point. Pennsylvania R. Co. v. St. Louis, A. & T. H. R. Co., 116 U. S. 472, 29 L. ed. 696; Perez v. Fernandez, 202 U. S. 80, 100, 50 L. ed. 942, 949; A. Santaella & Co. v. Otto F. Lange Co., C. C. A., 155 Fed. 719; Yeandle v. Pennsylvania R. Co., C. C. A., 169 Fed. 938.

[18] S. C. Rule 13.

[19] S. C. Rule 21. Walton v. Wild Goose Min. & Trading Co., C. C. A., 123 Fed. 209; Ætna Indemnity Co. v. J. R. Crowe Coal & Min. Co., C. C. A., 154 Fed. 545; Davidson S. S. Co. v. U. S., C. C. A., 142 Fed. 315; Crosby v. Emerson, C. C. A., 142 Fed. 713; A. Santaella & Co. v. Otto F. Lange Co., C. C. A., 155 Fed. 719; Chicago Great Western Ry. Co. v. Egan, C. C. A., 159 Fed. 40. Where several specifications of error are referred to in a brief as a whole, the court may refuse to examine them. New York Dry Goods Store v. Pabst Brewing Co., C. C. A., 112

cuit Courts of Appeals, except that the time of filing briefs and the number of copies varies in the different circuits, and that an index and table of cases is not usually required.[20] Where a brief contains scandalous matter, irrelevant to the questions raised by the writ of error or appeal, it may be stricken from the file.[21] A constitutional question not raised in the court below cannot,[22] except in an extraordinary case,[23] be raised for the first time in the appellate court. In the Supreme Court the brief must be of octavo size and all of the same, including the quotations, must be printed in clear type, (never smaller than small pica), and on unglazed paper.[24] The rules of the different Circuit Courts of Appeals have certain different regulations upon this subject.[25] No printed argument will be received after the oral argument begins or after a case has been submitted, except upon leave granted in open court after notice to opposing counsel.[26] When there is no appearance for the plaintiff in error when the case is called for argument, the defendant may have him called and have the writ of error or appeal dismissed, or may open the record and pray for an affirmance.[27] A motion to set aside a judgment of affirmance for a default, which would otherwise be excused, will be denied if it appears that the judgment

Fed. 381, 383. For a case where the court refused to consider an objection in the absence of the citation to the pages of the record showing the rulings and exceptions upon the subject, see Northwestern S. B. & Mfg. Co. v. Great Lakes E. Works, 181 Fed. 38.

20 See Appendix, *infra*. For a case where the Court of Appeals for the Ninth Circuit refused to consider a brief signed by a counsel not admitted, nor qualified for admission, to its bar, see Piper v. Cashell, C. C. A., 118 Fed. 1019. Deposit in the mail ten days before the argument is sufficient if the brief is duly addressed. Russo-Chinese Bank v. Nat. Bank of Commerce of Seattle, Wash., C. C. A., 187 Fed. 80.

21 Green v. Elbert, 137 U. S. 615, 34 L. ed. 792; Smith v. Simpson, C. C. A., 140 Fed. 712. Yellow Poplar Lumber Co. v. Chapman, 173 U. S. 705, a petition for a writ of *certiorari*.

22 Western Union Tel. Co. v. Winland, C. C. A., 182 Fed. 493.

23 See Weems v. U. S., 217 U. S. 349, 54 L. ed. 793.

24 S. C. Rule 31.

25 See Appendix, *infra*.

26 S. C. Rule 20.

27 S. C. Rule 16; Hunt v. Blackburn, 127 U. S. 774, 32 L. ed. 323; Stevenson v. Barbour, 140 U. S. 48, 35 L. ed. 338; Boston M. Co. v. Eagle M. Co., 115 U. S. 221, 29 L. ed. 392.

must be affirmed on the merits.[28] When the defendant in error then fails to appear, the court may proceed to hear argument on the part of the plaintiff, and give judgment according to the right of the cause.[29] When a case is reached and no appearance is entered for either party, the case is dismissed at the cost of the plaintiff.[30] A printed argument filed on behalf of either party is equivalent to an appearance on his behalf.[31] In the Supreme Court when no oral argument is made for one of the parties, only one counsel will be heard for the adverse party.[32] Otherwise, each party is entitled to be heard by two counsel and no more, except by leave of the court.[33] Two hours on each side is allowed on the argument of an appeal or writ of error, and one hour on the argument of a motion.[34] By leave of the court granted before the argument begins more time may be allowed.[35] The time may be apportioned between counsel on each side at their discretion; but a fair opening of the case must be made by the party having the opening and closing arguments.[36] The plaintiff in error or appellant is entitled to open and conclude the case.[37] Where there are cross-appeals, they are argued together as one case, and the plaintiff below has the right to open and conclude the argument.[38] No persons not appearing in the record have the right to be heard on an appeal or writ of error,[39] but the trustee of a bankrupt may be heard, as well as the bankrupt, on a writ of error brought by the bankrupt of which the trustee is entitled to the benefit.[40] Where two cases involve the same question the appellate court may direct that

[28] Treat v. Jemison, 131 U. S. cxxxv, 23 L. ed. 134.

[29] S. C. Rule 17.

[30] S. C. Rule 18; *supra*, § 512.

[31] S. C. Rule 20.

[32] S. C. Rule 21 as amended December 11, 1893, 150 U. S. 713; C. C. A. Rule 24.

[33] S. C. Rule 21; C. C. A. Rules 24, 25.

[34] S. C. Rules 22 and 6; C. C. A. Rules 25 and 21.

[35] S. C. Rule 22; C. C. A. Rule 25.

[36] S. C. Rule 22; C. C. A. Rule 25.

[37] S. C. Rule 22; C. C. A. Rule 25.

[38] S. C. Rule 22; C. C. A. Rule 25; L. Bucki & Son L. Co. v. Atl. Lumber Co., C. C. A., 93 Fed. 765.

[39] Harrison v. Nixon, 9 Pet. 483, 9 L. ed. 201; U. S. v. Patterson, 15 How. 10, 14 L. ed. 578; The Mabey, 10 Wall. 419, 19 L. ed. 963. The William Bagley v. U. S., 5 Wall. 377, 18 L. ed. 583.

[40] Hill v. Harding, 107 U. S. 631, 27 L. ed. 493.

they be argued together.[41] In a case in which the United States are parties, the court will rarely hear counsel employed by another executive department in opposition to the Attorney-General or his representative.[42] Except perhaps in admiralty,[43] appellees who have perfected no cross-appeal cannot be heard except in support of the decree below.[44] Where a board of county commissioners alone brought a writ of error to an order for a *mandamus* against them and the clerk and treasurer of the county, who did not join in the writ, the board was not allowed to allege an error affecting the clerk and treasurer, but not the board.[45] The appellate court may refuse to hear argument in support of a writ of error in a criminal case where the plaintiff in error has put himself beyond the reach of process of the court below.[46] "No justice or judge before whom a cause or question shall have been tried or heard in a Circuit or District Court shall sit in the trial or hearing of such cause or question in the Circuit Court of Appeals."[47]

§ 708. **Rehearings.** In the Supreme Court, "A petition for rehearing after judgment can be presented only at the term at which judgment is entered, unless by special leave granted during the term; and must be printed and briefly and distinctly state its grounds, and be supported by cer-

[41] Ableman v. Booth, 18 How. 479, 15 L. ed. 465.

[42] The Gray Jacket, 5 Wall. 370, 18 L. ed. 653.

[43] Irvine v. The Hesper, 122 U. S. 256, 30 L. ed. 1175; Munson S. S. Line v. Miraman S. S. Co., C. C. A., 167 Fed. 960.

[44] The Slavers, 2 Wall. 383, 17 L. ed. 911; The Stephen Morgan, 94 U. S. 599, 24 L. ed. 266; Loudon v. Taxing Dist. of Shelby County, 104 U. S. 771, 26 L. ed. 923; Gage v. Pumpelly, 115 U. S. 454, 29 L. ed. 449; O'Neil v. Wolcott Min. Co., C. C. A., 174 Fed. 527. Cross-errors cannot be presented by a party who is neither plaintiff in error nor appellant. Midland Valley R. Co. v. Fulgham, 181 Fed. 91.

[45] Cherokee County Comrs' v. Wilson, 109 U. S. 621, 27 L. ed. 1053. See Indiana So. R. Co. v. Liverpool, L. & G. Ins. Co., 109 U. S. 168, 27 L. ed. 895.

[46] Smith v. U. S., 94 U. S. 97, 24 L. ed. 32. On an appeal from an order upon a petition for the writ of *habeas corpus*, where the petitioner had in pursuance of the order been placed without the jurisdiction of the court and of the United States, the Supreme Court dismissed the writ without an examination into its merits. Cheiong Al Moy v. U. S., 113 U. S. 216, 28 L. ed. 983.

[47] 26 St. at L. 826, § 4; Am. Construction Co. v. Jacksonville, T. & K. R. Co., 148 U. S. 372, 37 L. ed. 486; Morgan v. Dillingham, 174 U. S. 153, 43 L. ed. 930, *infra*, § 711.

tificate of counsel; and will not be granted, or permitted to be argued, unless a justice who concurred in the judgment desires it, and a majority of the court so determines."[1] The practice in the Circuit Court of Appeals is substantially the same:[2] but, in some of the circuits, the time of filing the petition is limited to thirty days or a month after the entry of the judgment or the receipt by the clerk of the printed opinion, and in the Fifth Circuit twenty days.[3] No rehearing or reargument will be allowed when not applied for till after the term at which a cause is decided, unless by special leave of the court granted during the term[4]. Nor, at least in an equity case, after the cause has been remitted to the court below,[5] unless the mandate has been recalled.[6] Where the rule required mandates to be retained a specified time after the decision, it was held that a motion for a reargument would not be entertained after that time, unless it was shown that counsel were not notified of the decision or that the grounds of the motion could not have been easily ascertained within the time.[7] Nor, after the decision of any case, unless a justice who concurred in the decision moves for a rehearing, even if the court was equally divided,[8] and not then unless the

§ 708. [1] S. C. Rule 36.

[2] C. C. A. Rule 29.

[3] See *infra*, appendix.

[4] Hudson v. Guestier, 7 Cranch, 1, 3 L. ed. 249; Bushnell v. Crooke Min. & Sm. Co., 150 U. S. 82, 37 L. ed. 1007; Williams v. Conger, 131 U. S. 390, 33 L. ed. 201; S. C. Rule 30; C. C. A. Rule 29. Kirchberger v. American Acetylene Burner Co., C. C. A., 142 Fed. 169. Where the Circuit Court of Appeals rule required that the petition for a rehearing be filed within thirty days after the opinion was filed, it was held that the rule should not be enforced thereafter when an authority, upon which the decision was based had been reversed during the same term. Unitype Co. v. Long, C. C. A., 149 Fed. 196.

[5] Browder v. McArthur, 7 Wheat. 58, 5 L. ed. 397; Sibbald v. U. S., 12 Pet. 488, 9 L. ed. 1167; Washington Bridge Co. v. Stewart, 3 How. 413, 11 L. ed. 658; Peck v. Sanderson, 18 How. 42, 15 L. ed. 262.

[6] Killian v. Ebbinghaus, 111 U. S. 798, 28 L. ed. 593; *Ex parte* Crenshaw, 15 Pet. 119, 10 L. ed 682; U. S. v. Gomez, 23 How. 326, 16 L. ed. 552.

[7] Crabtree v. McCurtain, C. C. A., 66 Fed. 1.

[8] Brown v. Aspden, 14 How. 25, 14 L. ed. 311; U. S. v. Knight, 1 Black, 488, 17 L. ed. 80; Public Schools v. Walker, 9 Wall. 603, 19 L. ed. 650; Shreveport v. Holmes, 125 U. S. 694, 31 L. ed. 854; S. C. Rule 30; C. C. A. Rule 29.

proposition receives the support of a majority of the court.[9] The proper practice for a party who desires a rehearing in the Supreme Court is to submit without argument a brief printed petition or suggestion of the points thought important which must be supported by the certificate of counsel that in his opinion the petition is well founded and is not made for the purpose of delay.[10] If upon such petitioner's suggestion, any judge who concurred in the decision thinks proper to move for a rehearing, the motion will be considered.[11] Otherwise the motion will be denied as of course, except in the Circuit Court of Appeals for the Seventh Circuit.[13] No reply to the application is allowed to the other side; nor does the court usually write an opinion when the petition is denied.[14] It has been

9 Ambler v. Whipple, 23 Wall. 278, 23 L. ed. 127. Very rarely then unless an important constitutional question is involved. Shreveport v. Holmes, 125 U. S. 694.

10 S. C. Rule 30; C. C. A. Rule 29; Hinds v. Keith, C. C. A., 57 Fed. 10; U. S. v. The Dago, C. C. A., 63 Fed. 182; Gregory v. Pike, C. C. A., 67 Fed. 837; *supra*, § 445. For a form, see New Orleans v. Walker, 176 U. S. 92, 44 L. ed. 385.

11 Public Schools v. Walker, 9 Wall. 603, 19 L. ed. 650.

12 Ibid.

13 C. C. A. Rule 7th Ct. 29; See Appendix.

14 Ambler v. Whipple, 23 Wall. 278, 23 L. ed. 127. If the hearing in the appellate court was on an imperfect record, and a large part of the material evidence which was before the court below was omitted from the transcript, and there was no laches on the part of the appellee in failing to examine and perfect the record before the hearing, a strong case for a rehearing is presented. Ambler v. Whipple, 23 Wall. 278, 23 L. ed. 127. A rehearing was granted on the ground that the decree brought up by the appeal was not the one recited in the prayer for an appeal, but one rendered subsequently thereto, and merely in execution of it; so that the parties might present all the questions which arose both on the original transcript and upon the transcript as corrected. Chicago & V. R. Co. v. Fosdick, 106 U. S. 47, 80, 27 L. ed. 47, 59. A rehearing was refused when the application was based on the ground that the record of another suit, the decree in which had not been pleaded and was not rendered upon the merits, should be embodied in the transcript. Morgan County v. Allen, 103 U. S. 515, 26 L. ed. 504. A rehearing will ordinarily be refused when asked upon a theory inconsistent with the original argument and not then presented. Merriman v. Chicago & E. I. R. Co., C. C. A., 66 Fed. 663; Reece Folding Mach. Co. v. Fenwick, C C. A, 140 Fed 287, 292

A rehearing will not be granted merely because the case is one of importance. Canfield v. U. S., C. C. A., 66 Fed. 101. And very rarely a Circuit Court of Appeals in a case where its decision is not final.

said that the effect of granting a rehearing is to make the cause stand as if no judgment had been entered in the court of review;[15] but an equal division of the court upon a rehearing of a judgment of reversal results in a reversal, not in an affirmance.[16]

§ 709. Further proof on appeal. On an appeal in equity no new evidence can be taken either below or above for the consideration of the appellate court.[1] The same rule applies to proceedings on writs of error to review judgments at common law. But, it has been said: "An appellate court may avail itself of authentic evidence outside of the record before it of matters occurring since the decree of the trial court when such course is necessary to prevent a miscarriage of justice, to avoid a useless circuity of proceeding, to preserve a jurisdiction lawfully acquired, or to protect itself from imposition or further prosecution of litigation where the controversy between the parties has been settled, or for other reasons has ceased to exist."[2] Documentary evidence of a decree of a State court, which was *res adjudicata,* was admitted in evidence by a Circuit Court of Appeals upon an appeal from a decree in equity.[3] A *certiorari* may issue to bring before the court of review, subsequent proceedings in the court of first instance that affect a judgment or decree, from which an ap-

Texas & Pac. Ry. Co. v. Gentry, C. C. A., 57 Fed. 422. A rehearing will not be granted because the court misquoted testimony in its opinion, where such misquotation did not affect the result. Torrent v. Duluth Lumber Co., 32 Fed. 229. A rehearing on appeal cannot be granted for newly discovered evidence. Maxwell Land Grant Case, 122 U. S. 365, 30 L. ed. 1211.

15 Hook v. Mercantile Tr. Co., C. C. A., 95 Fed. 41.

16 Garmichael v. Eberle, 177 U. S. 63, 44 L. ed. 672.

§ 709. 1 Holmes v. Trout, 7 Pet. 171, 8 L. ed. 647; Mitchell v. U. S., 9. Pet. 711, 9 L. ed. 283; Pacific R. Co. of Mo. v. Ketchum, 95 U. S. 1, 24 L. ed. 347; Boone v. Chiles, 10 Pet. 177, 9 L. ed. 388.

2 Ridge v. Manker (C. C. A.), 132 Fed. 599, 601, per Hook, C. J.

3 Ibid. Where a material document had been admitted, which the complainant-appellant, through oversight, had failed to offer in evidence below, the case was remanded with instructions that the bill be dismissed unless he pays the costs in both courts within sixty days and submit to the court of first instance his further proofs upon this question, whereupon the case should be reopened for a rehearing in the court below to the extent that equity might require. St. Claire Foundry Co. v. Union Jack Co., C. C. A., 184 Fed. 989.

peal is taken.[4] In the Supreme Court the following rule prevails: "1. In all cases where further proof is ordered by the court, the depositions which may be taken shall be by a commission, to be issued from this court, or from any district court of the United States. 2. In all cases of admiralty and maritime jurisdiction, where new evidence shall be admissible in this court, the evidence by testimony of witnesses shall be taken under a commission to be issued from this court, or from any district court of the United States, under the direction of any judge thereof; and no such commission shall issue but upon interrogatories, to be filed by the party applying for the commission, and notice to the opposite party or his agent or attorney, accompanied with a copy of the interrogatories so filed, to file cross-interrogatories within twenty days from the service of such notice: Provided, however, that nothing in this rule shall prevent any party from giving oral testimony in open court in cases where by law it is admissible."[5] The Admiralty Rules of the Circuit Court of Appeals in the Second,[6] Sixth,[7] and Ninth[8] Circuits, provide for the taking of additional testimony in admiralty only by leave of the court, and by deposition only, and regulate the practice upon the subject.[9] On an appeal from a decree in admiralty in a prize case, further proof may be received by the order of the appellate court.[10] It is the practice of the Supreme Court in prize cases to hear the cause in the first instance upon the evidence transmitted from the court below; and then to decide upon that evidence whether it is proper to allow further proof.[11] Further proof cannot be admitted until the cause

[4] Barton v. Petit, 7 Cranch, 288, 3 L. ed. 347.

[5] S. C. Rule 12.

[6] Adm. C. C. A. Rule, Second Ct., VIII.; *infra*, appendix.

[7] C. C. A., Sixth Ct., Rule 35; *infra*, appendix.

[8] Adm. Rule, Ninth Ct., VIII., *infra*, appendix.

[9] The Stonington, 25 Fed. 621; The Gypsum King, C. C. A. 172 Fed. 1022; The Philadelphian, C. C. A., First Ct., 60 Fed. 423, 9 C. C. A., 54; The Nyack, C. C. A., Seventh Ct., 199 Fed. 383, 387. See § 592, *supra*.

[10] The Lady Pike, 21 Wall. 1, 22 L. ed. 499; The Samuel, 1 Wheat. 9, 4 L. ed. 23; The Mary, 8 Cranch, 388, 3 L. ed. 599; The Adeline, 9 Cranch, 244, 3 L. ed. 719; The Atalanta, 3 Wheat. 409, 4 L. ed. 422, *supra*, § 592.

[11] The London Packet, 2 Wheat. 371, 4 L. ed. 264. An order for further proof is always made with extreme caution, and only where the ends of justice clearly require it.

is heard, but where upon the opening it appears to be a case for further proof, further proof may be admitted immediately, unless it appears that the other party should be allowed to produce further proof also.[12] In a prize cause the captors are competent witnesses upon an order for further proof, where

The Gray Jacket, 5 Wall. 342, 18 L. ed. 646. Upon a motion for further proof in the appellate court, some excuse satisfactory to the court should be shown for the failure to offer the proof in the court below. The Mabey, 10 Wall. 419, 19 L. ed. 963; The Beeche Dene (C. C. A.), 55 Fed. 526; Red River Line v. Cheatham, 60 Fed. 517; *Re* Hawkins, 147 U. S. 486, 37 L. ed. 251; *supra*, § 592. Where the evidence as it stood was not in the opinion of the court susceptible of any satisfactory explanation by the party desiring an order for further proof, the order was refused. The Hazard v. Campbell, 9 Cranch, 205, 3 L. ed. 706. Where the court looked into the further proof offered, and on comparing it with the evidence already in the case was of the opinion that it would be totally incompetent to make out a title in the party, his application for further proof was rejected. The Euphrates, 8 Cranch, 385, 3 L. ed. 598. The suppression of papers, where it appears to have been intentional and fraudulent and attended with other suspicious circumstances, is good cause for refusing further proof; but where the suppression appears to be owing to accident or mistake, and no other suspicious circumstances appear in the case, further proof may be allowed. The St. Lawrence, 8 Cranch, 434, 3 L. ed. 615; The Fortuna, 2 Wheat. 161, 4 L. ed. 209; The Fortuna, 3 Wheat. 236, 4 L. ed. 379. The claimant forfeits all right to offer further proof by a guilty concealment of the same in his first affidavit and claim. The Gray Jacket, 5 Wall. 342, 18 L. ed. 646. Further proof will usually be ordered by the Supreme Court in a prize cause, where the national character and proprietary interest of goods recaptured do not distinctly appear. The Adeline, 9 Cranch, 244, 3 L. ed. 719; The Atalanta, 3 Wheat. 409, 4 L. ed. 422. Affidavits to be used as further proof in a prize cause are usually taken by commission. The London Packet, 2 Wheat. 371, 4 L. ed. 264. On further proof the affidavit of the claimant is indispensably necessary. The Venus, 5 Wheat. 127, 5 L. ed. 50. Where affidavits were presented to show that the testimony of witnesses on which the decree was rendered was obtained by a corrupt agreement to pay them money, of which the appellant had no knowledge at the time of the trial; a commission was ordered to take the testimony of those witnesses. The Western Mortepolis, 12 Wall. 389, 20 L. ed. 394. Where an order for further proof is made, and the party disobeys the injunctions or neglects to comply with them, a court of prize will usually consider such neglect as contumacy, which leads to presumptions fatal to his claims. The La Nereyda, 8 Wheat. 108, 5 L. ed. 574.

[12] The Venus, 1 Wheat. 112, 4 L. ed. 49.

the benefit of it extended to both parties.[13] A second order for further proof may be made when the further proof furnished in obedience to the first order is not satisfactory.[14] Upon an appeal from the deportation order by a United States Commissioner, the case is heard *de noco*.[15] The reservation of a right to reopen a case,[16] when made in the court below, does not extend to the court of review.[17]

§ 710. **Amendments in court of review.** By consent of the parties, the pleadings may be amended in the court of review so as to cure a defective allegation of citizenship.[1] In an extraordinary case, an appellate court might allow an amendment of the pleadings.[2]

§ 711. **Decisions on writs of error and appeals.** On proceedings upon a writ o ferror to a State Court or to review the final judgments or decrees of the Supreme Court of the Territory of Hawaii, the Supreme Court may reverse, modify, or affirm the judgment or decree below; and has discretionary power to award execution, or remand the case to the court to which the writ of error issued.[1] The Supreme Court or a Circuit Court of Appeals may affirm, modify or reverse any judgment, decree or order of a District Court, lawfully brought before it for review, or may direct such judgment, decree, or order to be rendered, or such further proceedings to be had by the inferior court, as the justice of the case may require.[2] Neither the Supreme Court nor, it seems, a Circuit Court of Appeals has power to issue execution in a cause brought up from a District Court, but must send a special mandate to the inferior court to ward execution thereupon.[4] Whenever on

[13] The Anne, 3 Wheat. 435, 4 L. ed. 428.

[14] The Frances, 8 Cranch, 348, 3 L. ed. 585.

[15] U. S. v. Lee, 184 Fed. 651.

[16] Alexander v. Redmond, C. C. A., 180 Fed. 92.

§ 710. [1] Fletcher v. Peck, 6 Cranch, 87, 3 L. ed. 162; Kennedy v. Georgia State Bank, 8 Howard, 586, 12 L. ed. 1209; Fitchburg R. Co. v. Nichols (C. C. A.), 85 Fed. 869; Kansas City Southern Ry. Co. v. Prunty (C. C. A.), 133 Fed. 13, 17. See *supra*, § 215.

[2] Jones v. Meehan, 175 U. S. 1, 29, 44 L. ed. 49, 60. *Supra*, § 215.

§ 711. [1] Judicial Code § 237, 36 St. at L. 1087, re-enacting U. S. R. S., § 709.

[2] Jud. Code, § 246.

[3] U. S. R. S., § 701; 26 St. at L. 829, §§ 10, 11.

[4] U. S. R. S., § 701; 26 St. at L. 829, §§ 10, 11.

appeal or writ of error, or otherwise, a case coming directly from a District Court is reviewed or determined in the Supreme Court, the cause must be remanded to the proper District Court, for further proceedings to be taken inpursuance of such determination. Whenever on appeal or writ of error, or otherwise, a case coming from a Circuit Court of Appeals is reviewed and determined in the Supreme Court, the cause must be remanded to the proper District Court for further proceedings in pursuance of such determination. Whenever on appeal or writ of error, or otherwise, a case coming from a District Court is reviewed and determined in a Circuit Court of Appeals, in a case in which the decision of the Circuit Court of Appeals is final, the cause must be remanded to such District Court for further proceedings to be taken in pursuance of such decision. The same rules apply to the review by the Supreme Court of the final judgments and decrees of the Circuit Court of Appeal of the District of Columbia[8] and of the Supreme Court and the United States District Court of Porto Rico,[9] and of the Philippines,[10] and to the review by the Supreme Court and the Circuit Court of Appeals in the Ninth Circuit of the final judgments and decrees of the District Court of the District of Alaska,[11] and of the United States District Court for Hawaii,[12] and to the review by the Circuit Court of Appeals for the Ninth Circuit of the final judgments and decrees of the United States Court for China.[13] No judge before whom a cause or question has been tried or heard in a District Court can sit on the trial or hearing of such cause or question in the Circuit Court of Appeals.[14] When the only foundation of its jurisdiction is that the appellant or plaintiff in error is a corporation chartered by the United States, the Supreme Court goes no further than to inquire whether a plain error appears.[15] It has been said to be the duty of an intermediate appellate

[5] 26 St. at L. 829, § 10.

[6] 26 St. at L. 829, § 10.

[7] 26 St. at L. 829, § 10.

[8] Jud. Code, §§ 249, 250; 36 St. at L. 1087.

[9] Ibid. §§ 244, 249.

[10] Ibid. §§ 248, 249.

[11] Ibid. §§ 247, 249, 134.

[12] Ibid. §§ 238, 249.

[13] Ibid. § 131.

[14] Ibid. § 120, re-enacting § 3 of the Evart Act, 28 St. at L. 666. See Rexford v. Brunswick-Balke Collender Co., 228 U. S. 339, 57 L. ed. —, and §§ —, *supra*.

[15] Texas & Pac. Ry. Co. v. Howell, 224 U. S. 577, 56 L. ed. 892.

court, when reversing a judgment, to pass on all the errors that have been assigned, provided, at least, that they are not constitutional questions, in order to avoid duplicate appeals.[16]

Where the appellate court is equally divided, the judgment or decree of the court below is affirmed upon the point as to which there is a division,[17] and usually without any opinion.[18] In such a case the appellate court cannot change the decree of the court below in any respect; nor exercise any discretionary power to allow interest on the affirmance.[19] In case of a division, the appellate court will usually hand down no opinion;[20] and the decision is not to be considered as settling any principle.[21] In general, the appellate court, when reversing a judgment at common law, will order a new trial,[22] and when reversing a decree in equity or admiralty, will direct the entry of a decree below finally disposing of the matters in litigation.[23] But where a suit in equity is decided upon an erroneous

16 William W. Bierce, Limited v. Waterhouse, 219 U. S. 320, 55 L. ed. 237.

17 The Antelope, 10 Wheat. 66, 6 L. ed. 268; Washington Bridge Co. v. Stewart, 3 How. 413, 11 L. ed. 658; Holmes v. Jennison, 14 Pet. 540, 10 L. ed. 579. But see Carmichael v. Eberle, 177 U. S. 63, 44 L. ed. 672; *supra*, § 709.

18 Hertz v. Woodman, 218 U. S. 205, 54 L. ed. 1001.

19 Hemmenway v. Fisher, 20 How. 255, 15 L. ed. 709.

20 Benton v. Woolsey, 12 Pet. 27, 9 L. ed. 987.

21 Etting v. Bank of U. S., 11 Wheat. 59, 6 L. ed. 419; Hanifen v. Armitage, 117 Fed. 845; Westhus v. Union Tr. Co. of St. Louis, C. C. A., 168 Fed. 617. A decision of an inferior court does not bind a court of appellate jurisdiction. U. S. v. Stone & Downer Co., C. C. A., 175 Fed. 33, 35. Unless the court of review affirms a judgment "on the opinion below," there is no presumption that it approved of the reasoning of such court, although it affirmed its judgment. Victor Talking Mach. Co. v. Hoschke, C. C. A., 188 Fed. 326.

22 Hudson v. Guestier, 6 Cranch, 281; Exchange Nat. Bank v. Third Nat. Bank, 112 U. S. 276, 28 L. ed. 722; Little Miami & C. & X. R. Co. v. U. S., 108 U. S. 277, 27 L. ed. 724. In a criminal case, where the only error is in the sentence and judgment, the court of review may either impose the lawful sentence and enter judgment accordingly or transmit the case to the court below, with instructions so to do. Whitworth v. U. S. (C. C. A.), 114 Fed. 302.

23 Blease v. Garlington, 92 U. S. 1, 23 L. ed. 521; Penhallow v. Doane, 3 Dallas, 54, 1 L. ed. 507; Wickliffe v. Owings, 17 How. 47, 15 L. ed. 44; Harrison v. Clarke, C. C. A., 182 Fed. 765, 767. In an extraordinary case the Supreme Court reversed a decree without passing on the merits, with instructions to refer the case to a master

theory, and all the evidence does not appear to have been taken, the decree may be reversed upon the court's own motion with a direction for a rehearing and leave to offer additional evidence.[24] A new hearing will not be ordered where evidence was erroneously admitted on a hearing in equity, or on a trial before a judge without a jury; but the appellate court will render such judgment in the case as may be proper.[25] Where a judgment or decree is reversed for want of jurisdiction, the appellate court will usually direct the entry of a judgment or decree of dismissal,[26] or in a case originally brought in a State court will direct a remand, even if it has been stipulated that the case shall abide the decision of another appeal.[27] Where all the facts have been determined by a special verdict, a case stated, or findings below, and the judgment is reversed because the judgment was not in conformity with them, the appellate court may direct final judgment to be entered in favor of the plaintiff in error without a new trial.[28] Or it has been held it

to find upon a certain question. Chicago, M. & St. P. Ry. Co. v. Tompkins, 176 U. S. 167, 44 L. ed. 417. See Estho v. Lear, 7 Peters, 130, 8. L. ed. 632; U. S. v. Galbraith, 22 Howard, 89, 96, 16 L. ed. 321, 323; Illinois Cent. R. Co. v. Illinois, 146 U. S. 387, 36 L. ed. 1018; U. S. v. Rio Grande Dam & Irrig. Co., 184 U. S. 416, 46 L. ed. 619.

24 Estho v. Lear, 7 Peters, 130, 8 L. ed. 632; Illinois Cent. R. Co. v. Illinois, 146 U. S. 387, 36 L. ed. 1018; Peoria Gas & El. Co. v. Peoria, 200 U. S. 48, 50 L. ed. 365; Westinghouse El. & Mfg. Co. v. Wagner El. & Mfg. Co., 225 U. S. 604, 56 L. ed. 1222; Barber v. Coit (C. C. A.), 118 Fed. 272; Standard Computing Scale Co. v. Computing Scale Co. (C. C. A.), 145 Fed. 627.

25 Field v. U. S., 9 Pet. 182, 9 L. ed. 94; U. S. v. King, 7 How. 833, 854, 12 L. ed. 934, 943; Howard v. Perrin, 200 U. S. 71, 50 L. ed. 374; Kuzek v. Magaha (C. C. A.), 148 Fed. 618; Ajax Forge Co. v. Morden Frog & Crossing Works, C. C. A., 164 Fed. 843.

26 Bingham v. Cabbot, 3 Dall. 19, 1 L. ed. 491; Grace v. Am. Cent. Ins. Co., 109 U. S. 278, 27 L. ed. 724; Bors v. Preston, 111 U. S. 252, 28 L. ed. 419. But where the objection was first taken upon the writ of error, and it appeared, although not by direct averment, that there was a diversity of citizenship between the parties, the case was remanded for appropriate action by the trial court with permission to grant leave to amend. Hunt v. Howes (C. C. A.), 74 Fed. 657. *Cf.* Everhart v. Huntsville College, 120 U. S. 223, 30 L. ed. 623. As to costs see § 412 *supra*.

27 Ryder v. Holt, 128 U. S. 525, 32 L. ed. 529.

28 National Bank v. Insurance Co., 95 U. S. 673, 679, 24 L. ed. 563, 565; Allen v. St. Louis Bank, 120 U. S. 20, 30 L. ed. 573; Cleveland R. M. Co. v. Rhodes, 121 U.

may remit the case to the court below for an assessment of damages.[29] Where the only error in the record was an omission to plead the jurisdictional facts, the Circuit Court of Appeals reversed the judgment at common law, with leave to the plaintiff to file an amended pleading curing the omission, and with a direction to the court below to try the question of jurisdiction alone, if issue was taken thereupon, by a plea in abatement.[30] An appellate court cannot modify a judgment upon a verdict by reducing the amount of damages, and directing the entry of a judgment in favor of the defendant in error for the reduced amount of damages.[31] Where the amount of damages is excessive, but capable of correction by computation,[32] as, for

S. 255, 30 L. ed. 920; Fort Scott v. Hickman, 112 U. S. 150, 28 L. ed. 636; Graham v. Bayne, 18 How. 60, 15 L. ed. 265; Bayne v. U. S., C. C. A., 195 Fed. 236. *Cf.* Walker v. Windsor Nat. Bank (C. C. A.), 56 Fed. 76; Knight v. Illinois Cent. R. Co., C. C. A., 180 Fed. 368; Fellman v. Royal Ins. Co., C. C. A., 184 Fed. 577. But see St. Louis v. W. U. Tel. Co., 148 U. S. 92, 37 L. ed. 380; Miller v. Houston City St. R. Co. (C. C. A.), 55 Fed. 366; Mundy v. Stevens (C. C. A.), 61 Fed. 77, 86; Bierce v. Hutchins, 205 U. S. 340, 51 L. ed. 828; Slocum v. N. Y. Life Ins. Co., 228 U. S. 364, 57 L. ed. —. This is usually done when the Supreme Court reverses a judgment of the Circuit Court of Appeals ordering a new trial. Delk v. St. Louis & San Francisco R. R. Co., 220 U. S. 580, 55 L. ed. 590. Where the essential and ultimate facts have not been found below, South Chicago Elevator Co. v. United Grain Co., C. C. A., 165 Fed. 132; Chicago, R. I. & P. Ry. Co. v. Barrett, C. C. A., 190 Fed. 118; and there is not sufficient in the record to justify a final disposition of the case, Exchange Mut. Life Ins. Co. v. Warsaw-Wilkinson Co., C. C. A., 185 Fed. 487; the Circuit Court of Appeals will direct a new trial. Where the court below, in its charge to the jury, proceeded on an erroneous construction of a statute, upon which the action was based, the court of review will not undertake to determine the case on the evidence in the record, but will direct a new trial. Union Castle Mail S. S. Co. v. Thomson, C. C. A., 190 Fed. 536.

29 Fisher v. Newark City Ice Co. (C. C. A.), 62 Fed. 569, containing an argument by the writer citing cases in support of this decision. It was held otherwise, in an action for tort. Farrar v. Wheeler (C. C. A.), 145 Fed. 482.

30 Grand Trunk Western Ry. Co. v. Reddick (C. C. A.), 160 Fed. 898. See Atchison, T. & S. F. R. R. Co. v. Gilliland, C. C. A. 193 Fed. 608, 113 C. C. A., 476; Atlantic Coast Line R. Co. v. Whilden, C. C. A., 195 Fed. 263.

31 Kennon v. Gilmer, 131 U. S. 22, 33 L. ed. 110.

32 Van Boskerck v. Torbert, C. C. A., 184 Fed. 419; A. J. Huebel Co. v. Leaper, C. C. A., 188 Fed. 769.

example, where interest was erroneously allowed,[33] or erroneously computed,[34] the usual practice is not to reverse absolutely, but to direct that the judgment be reversed unless the defendant in error files in the court below a *remittitur* of the excessive interest and produces a certified copy of the same to the court of review at the same term.[35] Formerly the Supreme Court of a Territory might enter an order directing that a judgment be reversed and a new trial had, unless the defendant in error stipulated to remit a specified portion of the damages, and that if he did so remit the judgment be affirmed.[36] If the pleadings and the verdict clearly afford the means of distinguishing the invalid part of the plaintiff's claim from the rest, the Supreme Court or the Circuit Court of Appeals may do the same;[37] but otherwise it seems that neither of these courts can reverse a judgment at common law upon a verdict because of excessive damages when there is no exception to any ruling at the trial upon the subject,[38] and the damages were not liquidated; nor for inadequate damages,[39] at least when they are not nominal,[40] and the amount is not fixed by law; nor

[33] Washington & Georgetown R. Co. v. Harmon, 147 U. S. 571, 590, 37 L. ed. 284, 291.

[34] Gulf, C. & S. F. Ry. Co. v. Johnson (C. C. A.), 54 Fed. 474, 481.

[35] Washington & G. R. Co. v. Harmon, 147 U. S. 571, 590, 37 L. ed. 284, 291; Gulf, C. & S. F. Ry. Co. v. Johnson (C. C. A.), 54 Fed. 474; Hansen v. Boyd, 161 U. S. 397, 411, 40 L. ed. 746, 751; Koenigsberger v. R. S. Ins. Co., 158 U. S. 41, 53, 39 L. ed. 889, 893.

[36] Hopkins v. Orr, 124 U. S. 510; Arkansas Val. L. & C. Co. v. Mann, 130 U. S. 69, 32 L. ed. 854.

[37] Bank of Kentucky v. Ashley, 2 Pet. 327, 7 L. ed. 440. But see Wilson v. Everett, 139 U. S. 616, 35 L. ed. 286.

[38] Wilson v. Everett, 139 U. S. 616, 35 L. ed. 616; Wabash R. Co. v. McDaniels, 107 U. S. 454, 27 L. ed. 605; No. Pac. R. Co. v. Charles (C. C. A.), 51 Fed. 562, 580; Morning Journal Ass'n v. Rutherford (C. C. A.), 16 L.R.A. 803, 51 Fed. 513, 516; Hogg v. Emerson, 11 How. 587, 13 L. ed. 824; Walker Mfg. Co. v. Knox (C. C. A.), 136 Fed. 334; Illinois Cent. R. Co. v. Davies (C. C. A.), 146 Fed. 247; Phœnix Assur. Co. v. Maryland Gold Min. & D. Co. (C. C. A.), 146 Fed. 501; Omaha Water Co. v. Schamel (C. C. A.), 147 Fed. 502; Mann v. Dempster, C. C. A., 181 Fed. 76; Chicago & E. R. Co. v. Penn, C. C. A., 191 Fed. 682; Joplin & P. Ry. Co. v. Payne, C. C. A. 194 Fed. 387. *Cf.* In Duke v. Morning Journal Ass'n, 120 Fed. 860. But see Bank of Kentucky v. Ashley, 2 Pet. 327, 7 L. ed. 440.

[39] Denison v. Shawmut Min. Co., C. C. A., 159 Fed. 102.

[40] Pugh v. Bluff City Excursion Co., C. C. A., 177 Fed. 399.

because the verdict was against the weight of evidence.[41] Findings of fact in equity, upon conflicting evidence, will rarely be reversed upon appeal;[42] especially when two courts have concurred in the same,[43] or when they confirm findings of fact made by a master upon oral testimony taken before him;[44] but the court may reverse them.[45]

A decree in equity may be affirmed in part and reversed in part.[46] In equity, "When evidence is offered and excluded,

41 Wilson v. Everett, 139 U. S. 616, 35 L. ed. 286; N. Y., L. E. & W. R. Co. v. Winter's Adm'r, 143 U. S. 60, 75, 36 L. ed. 71, 80; O'Donnell v. N. Y. Transp. Co., C. C. A., 187 Fed. 109; Devine v. Chicago, M. & St. P. Ry. Co., C. C. A., 194 Fed. 861; Canadian Northern Ry. Co. v. Akre, C. C. A., 200 Fed. 955.

42 Harding v. Hart (C. C. A.), 113 Fed. 304; Kimberly v. Arms, 129 U. S. 512, 32 L. ed. 764; Oteri v. Scalzo, 145 U. S. 578, 589, 590, 36 L. ed. 824, 828; Topliff v. Topliff, 145 U. S. 156, 36 L. ed. 658; Thorndyke v. Alaska Perseverance Min. Co., C. C. A., 164 Fed. 657; Vanderbilt v. Bishop, C. C. A., 199 Fed. 420.

43 First Nat. Bank v. Littlefield, 226 U. S. 110, 57 L. ed. —; Dun v. Lumbermen's Credit Ass'n, 209 U. S. 20, 23, 52 L. ed. 663, 665, 14 Ann. Cas. 501.

44 Mercantile Trust Co. v. Chicago, P. & St. L. Ry. Co. (C. C. A.), 147 Fed. 699; *supra*, § 393.

45 Willcox v. Consolidated Gas Co., 212 U. S. 19, 53 L. ed. 382, 15 Ann. Cas. 1034; Alexander v. Redmond, C. C. A., 180 Fed. 92.

46 Elizabeth v. Am. N. P. Co., 131 U. S. cxlviii, 24 L. ed. 1059; Kneeland v. American L. & Tr. Co., 136 U. S. 89, 34 L. ed. 379, s. c., 138 U. S. 509, 511, 34 L. ed. 1052, 1053. Where a decree in equity is reversed for the refusal of the court below to permit leave to file an amended bill or other bill not original, a new hearing upon the new bill and the subsequent proceedings thereupon will be ordered below. Riddle v. Whitehall, 135 U. S. 621, 640, 34 L. ed. 282, 289; Ballard v. Searls, 130 U. S. 50, 32 L. ed. 846. In an extraordinary case leave to amend the pleading may be given by the appellate court. Jones v. Meehan, 175 U. S. 1, 44 L. ed. 49. Where a decree has been rendered below against the plaintiff, and the appellate court is of the opinion that the facts show that he has an equitable title to some relief, although not to any relief upon the case made by the bill, the decree may be reversed, with a direction that the court below allow the plaintiff to amend, and that such other proceedings be had as may be consonant with justice. Wiggins Ferry Co. v. Ohio & M. Ry. Co., 142 U. S. 396, 35 L. ed. 1055; Crocket v. Lee, 7 Wheat. 522, 5 L. ed. 513; Watts v. Waddle, 6 Pet. 389, 8 L. ed. 437. This will rarely be done when the amendment would require new evidence. Am. Bell Tel. Co. v. U. S. (C. C. A.), 68 Fed. 542. Analogous relief may also be granted to a defendant appellant in a proper case. Crockett v. Lee, 7 Wheat. 522, 5 L. ed. 513. The appellate court may also in such a case affirm in part the decree below,

and the party against whom the ruling is made excepts thereto at the time, the court shall take and report so much thereof, or make such a statement respecting it, as will clearly show the character of the evidence, the form in which it was offered, the objection made, the ruling, and the exception. If the appellate court shall be of opinion that the evidence should have been admitted, it shall not reverse the decree unless it be clearly of opinion that material prejudice will result from an affirmance, in which event it shall direct such further steps as justice may require."[47] A judgment at common law will be reversed for the exclusion of an answer competent and relevant to the issues and favorable to the party who asked the same:[48] but the trial court has discretionary power to require the party who put the question to state the facts which he proposes to prove by the answer.[49] Upon a writ of error or appeal, the appellate court will review any decision upon an interlocutory application appearing on the record, whereby the rights of the plaintiff in error or appellant were injuriously affected.[50]

but send a mandate directing the inferior court to reopen its decree and allow further proceedings. Watts v. Waddle, 6 Pet. 389, 8 L. ed. 437. Where a decree is reversed for a denial to a party of an accounting, an accounting will be ordered below. Chouteau v. Barlow, 110 U. S. 238, 28 L. ed. 132.

[47] Eq. Rule 46. For the former practice, see Blease v. Garlington, 92 U. S. 1, 23 L. ed. 521; Shauer v. Alterton, 151 U. S. 607, 617, 38 L. ed. 286, 289, depositions, § 352, *supra*.

[48] Buckstaff v. Russell, 151 U. S. 626, 38 L. ed. 292. It has been held that an erroneous admission of evidence in corroboration of the testimony of an unimpeached and uncontradicted witness, in respect to a matter of detail, is not a ground for reversal. First Nat. Bank of Houston v. Wells, Fargo & Co. (C. C. A.), 127 Fed. 818.

[49] Ibid. See §§ 473, 478, 479, *supra*.

[50] Buckingham v. McLean, 13 How. 150, 14 L. ed. 90; Riddle v. Whitehill, 135 U. S. 621, 34 L. ed. 283. See, however, Gunn v. Black, C. C. C., 60 Fed. 151. Buster v. Wright, C. C. A., 135 Fed. 947.

The court, where the assignment of errors is sufficient, will review upon an appeal from a final judgment or decree: a decision on a plea of abatement to a writ of attachment. Fitzpatrick v. Flannigan, 106 U. S. 648, 27 L. ed. 211. But see Leitensdorfer v. Webb, 20 How. 176, 15 L. ed. 891. A decision denying a motion to remand seasonably made, on the ground that the petition for a removal was filed too late or because the case was not removable. Edrington v. Jefferson, 111 U. S. 770, 28 L. ed. 594. In an extraordinary case a denial of leave to amend. Riddle v. Whitehill, 135

U. S. 621, 34 L. ed. 282; Herman v. Am. Bridge Co., C. C. A., 167 Fed. 940. But see National Bank v. Carpenter, 101 U. S. 567, 568, 25 L. ed. 815, 816. Cornley v. Bunyan, 138 U. S. 623, 631, 34 L. ed. 1086, 1090; Herman v. Am. Bridge Co., C. C. A., 167 Fed. 930; Garrett v. Louisville & N. R. Co., C. C. A., 197 Fed. 715, 723; *supra*, § 215. An error by the Court of Appeals of the District of Columbia in granting a motion for a new trial, on a writ of error to the final judgment after the second trial. Coughlin v. District of Columbia, 106 U. S. 7, 27 L. ed. 74. *Cf.* Spalding v. Mason, 161 U. S. 375, 40 L. ed. 738. And an order fining a party for contempt, and directing that part of the fine be paid to the opposite party. Werden v. Searls, 121 U. S. 14, 26, 30 L. ed. 853, 857. See *supra*, §§ 436, 437. Similarly, where the defendant after his demurrer had been overruled was allowed to answer by an order expressly reserving his objection thereto, the court considered the question upon a writ of error to the final judgment. Bauserman v. Blunt, 147 U. S. 647, 37 L. ed. 316. It was so held, when leave to reserve the objection had not been granted. Dennis v. Slyfield, C. C. A., 117 Fed. 174. But a court of review will not reverse a judgment of an error in ruling upon a plea in abatement other than a plea to the jurisdiction of the court. U. S. R. S., § 1011. See Henderson v. Heushall, C. C. A., 54 Fed. 320, 330, and *supra*, § 687. An appellate court will not hold that the court below erred in the interpretation of its own order, unless it is clear that injustice resulted from the erroneous interpretation. Girard L. Ins. Ass'n & Tr. Co. v. Cooper, C. C. A., 51 Fed. 332, 335. For a case where it was held that the reversal of one judgment compelled the reversal of another, see Blanco v. Hubbard, 220 U. S. 233, 55 L. ed. 447. The fact that a prior appeal, which has been dismissed for a failure to perfect the same or for some other reason, was taken from the interlocutory order or decree, does not prevent the same from being thus reviewed on appeal from the subsequent final decree, Buckingham v. McLean, 13 How. 150, 14 L. ed. 90. Contra, Chapman v. Yellow Poplar Lumber Co., C. C. A., 143 Fed. 201, 204 (holding that so much an order as required the plaintiff to replead at law could be reviewed upon appeal from the final decree); unless such prior order or decree was in its nature final and appealable. Hill v. Chicago & E. R. Co., 140 U. S. 52, 35 L. ed. 331; Quinton v. Neville, C. C. A., 154 Fed. 432. See Porter v. Pittsburg B. S. Co., 120 U. S. 649, 30 L. ed. 830; *supra*, §§ 397, 695. Upon an appeal from a final decree, a subsequent order denying a motion to set the same aside cannot be reviewed. Nowell v. International Tr. Co., C. C. A., 169 Fed. 497. An appeal from an order confirming a sale does not bring up for view a decree denying a motion to dismiss the bill. Turner v. Farmers' L. & Tr. Co., 106 U. S. 552, 27 L. ed. 273; Long v. Maxwell, C. C. A., 59 Fed. 948. A judgment or order on a collateral question arising on the suggestion of a party not on the record, who has himself sued out no writ of error, cannot be thus reviewed. Bayard v. Lombard, 9 How. 530, 13 L. ed. 245. Upon an appeal from an order directing payment out of the proceeds of a foreclosure sale, the propriety of the orders made during the foreclosure is not considered. Central Tr. Co. v. Grant Locom.

As a general rule, no judgment or decree will be reversed upon an objection not raised below.[51] This is nearly alwasy the

Works, 135 U. S. 207, 34 L. ed. 97. Where a suit originally in equity was transferred by consent to the common-law side of the court below, a bill of exceptions does not bring up for revision proceedings prior to such transfer. Nations v. Johnson, 24 How. 195, 16 L. ed. 628.

[51] Barrow v. Reab, 9 How. 366, 13 L. ed. 177; Lathrop v. Judson, 19 How. 66, 15. L ed. 553; Ins. Co. of Va. Valley v. Mordecai, 22 How. 111, 16 L. ed. 329; De Sobry v. Nicholson, 3 Wall. 420, 18 L. ed. 263; Clements v. Moore, 6 Wall. 299, 18 L. ed. 786; Tome v. Dubois, 6 Wall. 548, 18 L. ed. 943; The Georgia, 7 Wall 32, 19 L. ed. 122; Laber v. Cooper, id. 565, 19 L. ed. 151; Alviso v. U. S., 8 Wall. 337, 19 L. ed. 305; The Eagle, id. 15, 19 L. ed. 365; Express Co. v. Kountze, id. 342, 19 L. ed. 457; Nat. Bank v. Kentucky, 9 Wall. 353, 19 L. ed. 701; Rogers v. Bitter, 12 Wall. 317. 20 L. ed. 417; Klein v. Russell, 19 Wall. 433, 22 L. ed. 116; Wood County v. Lackawanna I. & C. Co., 93 U. S. 619, 23 L. ed. 989; Wheeler v. Sedgwick, 94 U. S. 1, 24 L. ed. 31; Flournoy v. Lastrapes, 131 U. S. clxi, 25 L. ed. 406; U. S. v. Morgan, 131 U. S. clxiv, 19 L. ed. 256; Wilson v. McNamee, 102 U. S. 572, 26 L. ed. 234; Springer v. U. S., id. 586, 26 L. ed. 253; Wood v. Weimar, 104 U. S. 786, 26 L. ed. 779; Clark v. Fredericks, 105 U. S. 4, 26 L. ed. 938; Morrill v. Jones, 106 U. S. 466, 27 L. ed. 267; Union Pac. R. Co. v. Myers (Pacific R. R. Removal Cases), 115 U. S. 1, 29 L. ed. 319; Hessian v. Patten, C. C. A., 156 Fed. 956; Bluegrass Canning Co. v. Steward, C. C. A., 175 Fed. 537; Provident Life & Tr. Co. v. Camden & T. Ry. Co., C. C. A., 177 Fed. 854; Tredegar Co. v. Seaboard Air Line Ry., C. C. A., 183 Fed. 289; Choctaw, O. & G. R. Co. v. Jackson, C. C. A., 192 Fed. 792; Burchett v. U. S., C. C. A., 194 Fed. 821. It is too late to object in the Supreme Court for the first time that an appeal below was heard at chambers, and not in open court. Roberts v. Reilly, 116 U. S. 80, 29 L. ed. 544. It is too late to object in the appellate court for the first time that the action is improper in form: Marine Bank v. Fulton Bank, 2 Wall. 252, 17 L. ed. 785; Goldsmith v. Koopman, C. C. A., 152 Fed. 173. That equitable relief has been granted in an action at common law. Cook v. Foley, C. C. A., 152 Fed. 41; Louisville & Nashville R. R. Co. v. Cook Brewing Co., 223 U. S. 70, 56 L. ed. 355; McCloskey v. Pacific Coast Co., C. C. A., 22 L.R.A.(N.S.) 673, 160 Fed. 794; but see Street Grading Dist. No. 60 v. Hagadorn, C. C. A., 186 Fed. 451, although the court may, for its own protection dismiss a bill for this at any stage of the proceedings. *supra*, §§ 365, 376, 377, 453. Where this objection was raised below, it may be considered in the court of review. Singer Sewing Mach. Co. v. Benedict, C. C. A., 179 Fed. 628. It is too late to print in the court of review the objection, that the evidence shows usury. Ewing v. Howard, 7 Wall. 499, 19 L. ed. 293; that there was a misnomer of the plaintiff. Breedlove v. Nicolet, 7 Pet. 413, 8 L. ed. 731, that the plaintiff is not the real party in interest. Northwestern S. S. Co. v. Cochran, C. C. A., 191 Fed. 146.

Under the former practice that there was insufficient replication, Erskine v. Hohnbach, 14 Wall. 613, 20 L. ed. 745; or no replication, Frets v. Stover, 22 Wall. 198, 22 L. ed. 769, Faber v. Cooper, 7 Wall. 565, 19 L. ed. 151; Nauvoo v. Ritter, 97 U. S. 389, 24 L. ed. 1050; Central Nat. Bank of Baltimore v. Conn. Mutual Life Ins. Co., 104 U. S. 54, 26 L. ed. 693, when the case was tried as if the issues were properly raised; that there was a defect in pleading which was cured by the verdict, De Sobry v. Nicholson, 3 Wall. 420, 18 L. ed. 263; Coffey v. U. S., 116 U. S. 436, 29 L. ed. 684; or findings below, The Vaughan and Telegraph, 14 Wall. 258, 20 L. ed. 807. Anglo-American Land, M. & A. Co. v. Lombard, C. C. A., 132 Fed. 721. That a fact in issue essential to the judgment was not proved, when, for all that appears, proof might have been offered had the objection been seasonably made, O'Reilly v. Campbell, 116 U. S. 418, 29 L. ed. 669; Martin v. Marks, 97 U. S. 345, 24 L. ed. 940; Mercantile Trust Co. v. Hensey, 205 U. S. 298, 306, 51 L. ed. 811; Singers-Bigger v. Young, C. C. A., 166 Fed. 82. That defendant was estopped from pleading a counter-claim. Mesa Market Co. v. Crosby, C. C. A., 174 Fed. 96.

That a Mexican grant was fictitious, U. S. v. Larkin, 18 How. 557, 15 L. ed. 485. That errors then excepted to were made on the trial of an issue directed by a court of equity, where the exceptions were not brought to the attention of the court of equity after the trial, Brockett v. Brockett, 3 How. 691, 11 L. ed. 786; McLaughlin v. Bank of Potomac, 7 How. 220, 12 L. ed. 675; that the proof varied from the pleadings when the objections might have been obviated if taken below, Roberts v. Graham, 6 Wall. 578; that instructions to the jury were erroneous when no exception was taken to them at the time; Castle v. Bullard, 33 How. 172, 16 L. ed. 424; Burton v. West Jersey Ferry Co., 114 U. S. 474, 29 L. ed. 215; but the Circuit Court of Appeals for the Fifth Circuit reversed a judgment on a writ of error where the evidence did not justify a verdict for the plaintiff, although no direction of a verdict for the defendant was requested below, Texas & P. Ry. Co. v. Patton, 61 Fed. 259. *Contra*, Missouri, K. & T. Ry. Co. v. Collier, C. C. A., 157 Fed. 347. A failure to renew, after the close of defendant's evidence, a motion to dismiss, made at the close of the evidence for the plaintiff, was held not to waive an error in refusing to grant the former motion, when the defendant's evidence did not affect the point. Lydia Cotton Mills v. Prairie Cotton Co., C. C. A., 156 Fed. 225. That a deposition read in evidence without objection was taken too late, Ray v. Smith, 17 Wall. 411, 21 L. ed. 666. A judgment will rarely be reversed for the admission of evidence against an objection and exception when the ground of the objection was not stated. Ward v. Blake Mfg. Co., C. C. A., 56 Fed. 437, 441; U. S. v. Shapleigh, C. C. A., 54 Fed. 126; No. Pac. R. Co. v. Charless, C. C. A., 51 Fed. 562; Burton v. Driggs, 20 Wall. 125, 22 L. ed. 299. A judgment will not be reversed for the admission of evidence when no objection and exception was taken on the trial. Hinde v. Longworth, 11 Wheat. 199, 6 L. ed. 454; Pennock v. Dialogue, 2 Pet. 1, 7 L. ed. 327; Nelson v. Woodruff, 1 Black, 156, 17 L. ed. 97; Cucullu v. Emmerling, 22 How. 83, 16 L. ed.

case when the objection is to the constitutionality of a statute.[52] A judgment or decree will be reversed for want of jurisdiction below, by the appellate court of its own motion, although the objection is not raised by the parties below or above.[53] When a new trial is directed, the court of review may, for the instruction of the lower court, decide questions material to the case

300; Prialeau v. U. S., C. C. A., 143 Fed. 320. The same rule has been applied upon an appeal in equity. Kalamazoo Ry. Supply Co. v. Duff Mfg. Co., C. C. A., 113 Fed. 264.

It was held that where the only question raised on the trial was whether certain cotton ties were subject to duty as "band iron" or as "manufactures of iron," the plaintiff in error could not claim in the appellate court for the first time that they belonged to another class subject to a different duty. Badger v. Ranlett, 106 U. S. 255, 27 L. ed. 194. A judgment will not be reversed because the plaintiff has no legal capacity to sue when the point is raised for the first time on appeal. St. Louis S. W. Ry. Co. v. Henson, C. C. A., 58 Fed. 531. The fact that the sufficiency of the evidence to support the verdict was passed upon by the court below on a motion for a new trial will not authorize a review of its action on a writ of error. City of Lincoln v. Sun V. S. L. Co., C. C. A., 59 Fed. 756. A verdict for defendants, when but one defendant appeared and defended, and the others were formal parties, was held to be a clerical error which was no ground for a reversal upon a writ of error, when no motion to correct it was made at the time. Shattuck v. No. Br. L. & Mer. Ins. Co., C. C. A., 58 Fed. 609. Nor because receivership proceedings were pending in a Federal Court sitting in another State. Wetzel & T. Ry. Co. v. Tennis Bros. Co., C. C. A., 145 Fed. 458.

[52] Southern Ry. Co. v. King, 160 Fed. 332; Brothers v. Cunningham, C. C. A., 189 Fed. 884. But see Weems v. U. S., 217 U. S. 349, 54 L. ed. 793, cited *supra*, § 701.

[53] Grace v. American Cent. Ins. Co., 109 U. S. 278, 27 L. ed. 932; Bors v. Preston, 111 U. S. 252, 28 L. ed. 419; Pennsylvania R. Co. v. St. Louis, A. & T. H. R. Co., 116 U. S. 472, 29 L. ed. 696; Fore River Shipbuilding Co. v. Hagg, 219 U. S. 175; Puget Sound Navigation Co. v. Lavendar, C. C. A., 156 Fed. 361. The Supreme Court refused to reverse a judgment because the judge refused to allow a plea concerning the citizenship of the plaintiff to be filed during the trial. Mexican C. Ry. Co. v. Pinkney, 149 U. S. 194, 37 L. ed. 699. In one case the Supreme Court refused to affirm a judgment "upon a jurisdictional ground not passed upon by the Circuit Court," when of the opinion that the Circuit Court decided the case below upon an erroneous ground which might prejudice the plaintiff in error in subsequent litigation; and consequently reversed the judgment. Scott v. Armstrong, 146 U. S. 499, 512, 36 L. ed. 1059. The Supreme Court has reversed the judgment because the case was tried below by both parties under a mutual mistake of law. Murdock v. Ward, 178 U. S. 139, 44 L. ed. 1009. When the point was not taken be-

which have not been previously presented.[54] Where the decision below was based upon a statute which had been repealed, it will be reversed although the repeal was not brought to the attention of the inferior court.[55] Where an indispensable party to a suit in equity has been omitted, the decision may be reversed although the objection was not taken below.[56] Where the error appears upon the pleadings in equity,[57] or upon the record at common law, and would have been fatal on a motion in arrest of judgment, or on a general demurrer, it is equally fatal upon a writ of error although not raised below.[58] An appellant may claim relief upon

low, the appellate court may refuse to order the dismissal of a bill because the plaintiff has an adequate remedy at law, Wylie v. Coxe, 15 How. 415, 14 L. ed. 753; Crosby v. Buchanan, 23 Wall. 420, 23 L. ed. 138; Reynes v. Dumont, 130 U. S. 354, 32 L. ed. 934; *supra*, §§ 365, 453; but it has the power in such a case to reverse a decree for that reason. Lewis v. Cocks, 23 Wall. 466, 23 L. ed. 70; Oelrichs v. Spain, 15 Wall. 211, 21 L. ed. 43; Reynes v. Dumont, 130 U. S. 354, 395, 32 L. ed. 934, 945; Allen v. Pullman's P. C. Co., 139 U. S. 658, 35 L. ed. 303. Chicago, Burlington & Quincy Ry. Co. v. Willard, 220 U. S. 413, 55 L. ed. 521; McGilvra v. Ross, C. C. A., 164 Fed. 604; Newcomb v. Burbank, C. C. A., 181 Fed. 334; Atlantic Coast Line R. Co. v. Whilden, C. C. A., 195 Fed. 263. But see Williams v. Molther, C. C. A., 198 Fed. 460. The assumption by the court of jurisdiction in another case, where the question was not raised, is not controlling subsequently when the point is brought to its attention. Tefft, Weller & Co. v. Munsuri, 222 U. S. 114, 56 L. ed. 118. It has been said that where the plaintiff's pleading showed the jurisdiction and there is a general denial, the point cannot be raised above, unless there was affirmative proof or the question was specifially brought to the attention of the court below. Pike County, Pa. v. Spencer, C. C. A., 192 Fed. 11.

[54] Guaranty Tr. Co. of N. Y. v. Koeler, C. C. A., 195 Fed. 669.

[55] Fourth Nat. Bank v. Francklyn, 120 U. S. 747, 751, 30 L. ed. 825, 827.

[56] Coiron v. Millaudon, 19 How. 113, 15 L. ed. 575; Hoe v. Wilson, 9 Wall. 501, 19 L. ed. 762. See *supra*, §§ 120, 129.

[57] Nat. Bank of Commerce v. Rockefeller, C. C. A., 174 Fed. 22.

[58] Slacum v. Pomery, 6 Cranch, 221, 3 L. ed. 205; Garland v. Davis, 4 How. 131, 11 L. ed. 907; McAllister v. Kuhn, 96 U. S. 87, 24 L. ed. 615; Cragin v. Lovell, 109 U. S. 194, 27 L. ed. 903; Coffey v. U. S., 116 U. S. 436, 29 L. ed. 684. An omission to allege notice of protest in a declaration against an indorser, Slacum v. Pomery, 6 Cranch 221, 3 L. ed. 205; and sustaining plea of *non assumpsit* to a declaration in tort, Garland v. Davis, 4 How. 131, 11 L. ed. 907, were held errors for which the respective judgments should be reversed, although the objection was in neither case raised below, and in

a different theory from that on which he relied below, provided that the pleadings are sufficiently broad to support his contention.[59]

A law passed after a judgment in the inferior court, which changes the rule governing the case, if constitutional, must be followed by the appellate court.[60] Where the act authorizing an appeal is repealed pending an appeal, the appellate court loses jurisdiction of the appeal, unless the jurisdiction over pending appeals is reserved in the repealing act.[61] Where, pending a writ of error from a judgment entered upon a plea of *res adjudicata* by a former judgment between the same parties, such former judgment was reversed, the Supreme Court reversed the second judgment.[62] Otherwise where, since the

the latter case was not raised by counsel for the plaintiff in error. Where there was a combination of errors of a grave character, including the filing of an amended bill after issue without leave of court; a reference to an auditor which was not revoked nor apparently terminated before the final decree; a failure to file a replication to either of the answers; and a petition "by way of cross-bill," naming no defendants, seeking no process, and upon which no process was issued, but upon which the final decree was based,—the Supreme Court reversed the decree although no objction on any of these grounds was raised below. Washington R. Co. v. Bradleys, 10 Wall. 299, 19 L. ed. 894.

[59] Wiggins Ferry Co. v. Ohio & Miss. Ry. Co., 142 U. S. 396, 35 L. ed. 1055; McCloskey v. Pacific Coast Co., 160 Fed. 794. But see Hatcher v. Northwestern Nat. Ins. Co. v. Milwaukee, Wisc., C. C. A., 184 Fed. 23.

[60] U. S. v. The Peggy, 1 Cranch, 103, 2 L. ed. 49; Yeaton v. U. S., 5 Cranch, 281, 3 L. ed. 101; Kansas Pac. R. Co. v. Twombly, 100 U. S. 78, 25 L. ed. 550. Where, after a decree adjoining the execution of a statute, the statute was repealed, the appeal was dismissed. Flour Inspectors v. Glover, 160 U. S. 170, 40 L. ed. 382. But see Leathe v. Thomas, C. C. A., 97 Fed. 136. In a case where, after a sentence of condemnation, the sale of a vessel thereunder, and the payment of the proceeds to the United States, the act upon which the condemnation proceedings were based expired; the Supreme Court reversed the decree, and made a general order for the restitution of the property condemned, stating that the question whether the proceeds of the property should be paid over to the claimants was "a matter to be left to the consideration of the court below." The Rachel v. U. S., 6 Cranch, 329, 330, 3 L. ed. 239.

[61] Baltimore & P. R. Co. v. Grant, 98 U. S. 398, 25 L. ed. 231; *Ex parte* McCardle, 7 Wall. 506, 19 L. ed. 264.

[62] Butler v. Eaton, 141 U. S. 240, 35 L. ed. 713. Where, pending an appeal from a decree on a creditor's bill founded upon a previous decree, the previous decree was reversed pending the appeal, the Supreme Court remanded the cause to the

original decree, the rights of the parties have so changed as to make it improper to carry it into execution, relief can usually be had only through some form of original proceeding in the court in which the decree was rendered.[63] Where a plaintiff has voluntarily become nonsuited, he cannot have the proceedings reversed by a writ of error.[64] On an appeal from a decree entered by consent, the only question which can be considered is whether the court below had jurisdiction of the case so as to authorize it to enter any decree.[65] Where an appeal is taken from a decree entered upon an order taking a bill in equity as confessed by defendants for want of an answer, the only question for the consideration of the appellate court is whether the allegations of the bill and the proofs of service are sufficient to support the decree.[66] Except on writs of error to review the judgment of a State court,[67] there can be no reversal

Circuit Court, with instructions to allow the appellant, the defendant below, to file such supplemental bill as he might be advised, in the nature of a bill of review, or for the purpose of supending or avoiding the decree upon the new matter arising from the reversal of the decree in the former case. Ballard v. Searls, 130 U. S. 50, 56, 32 L. ed. 846, 848. Where, pending an appeal from a decree, a former decree in the same suit on which the latter was dependent was reversed, the Supreme Court held that the second decree was thereby nullified by operation of law, and dismissed the appeal therefrom with costs to the appellant. Chicago & V. R. Co. v. Fosdick, 106 U. S. 47, 84, 85, 27 L. ed. 47, 65. Where, pending a writ of error to a judgment on a "forthcoming bond" to a former judgment, the former judgment was reversed, the Supreme Court said that the reversal of the second judgment would follow as of course, but that a *certiorari* was necessary to bring up the execution upon which the bond was given, so as to show the connection between the judgments. Barton v. Petit, 7 Cranch, 288, 3 L. ed. 347. *Supra*, §§ 704, 709.

63 Mackall v. Richards, 116 U. S. 45, 29 L. ed. 558; The Vaughan and Telegraph, 14 Wall. 258, 20 L. ed. 807.

64 U. S. v. Evans, 5 Cranch, 280, 3 L. ed. 101; Evans v. Phillips, 4 Wheat. 73, 4 L. ed. 516; Central Transp. Co. v. Pullman's P. C. Co., 139 U. S. 24, 39, 35 L. ed. 55, 61.

65 Pacific R. Co. v. Ketchum, 101 U. S. 289, 25 L. ed. 932; U. S. v. Babbitt, 104 U. S. 767, 26 L. ed. 921. See also Mandeville v. Holey, 1 Pet. 136, 7 L. ed. 85.

66 Masterson v. Howard, 18 Wall. 99, 21 L. ed. 764; Thomson v. Wooster, 114 U. S. 104, 29 L. ed. 105; Dobson v. Hartford Carpet Co., 114 U. S. 439, 29 L. ed. 177; O'Hara v. MacConnell, 93 U. S. 150, 23 L. ed. 840.

67 But see O'Neil v. Wolcott Min. Co., C. C. A., 27 L.R.A.(N.S.) 200, 174 Fed. 527.

for error in sustaining,[68] or refusing to entertain or overruling, a plea in abatement other than a plea to the jurisdiction.[69] As a general rule the appellate court has no power to review questions within the discretion of the court below;[70] but the discretionary exercise of equitable juris-

[68] U. S. R. S., § 1011, Comp. St. 1901, p. 715; Marinette Sawmill Co. v. Scofield, C. C. A., 174 Fed. 562.

[69] U. S. R. S., § 1011, Comp. St. 1901, p. 715; Wilder v. U. S., C. C. A., 143 Fed. 433.

[70] Cook v. Burnley, 11 Wall. 659, 20 L. ed. 29; Silsby v. Foote, 14 How. 218, 14 L. ed. 394; Freeborn v. Smith, 2 Wall. 160, 17 L. ed. 922; Cheang-Kee v. U. S., 3 Wall. 320, 18 L. ed. 72; Barton v. Forsyth, 5 Wall. 190, 18 L. ed. 545. A refusal to quash an indictment, will ordinarily not be reviewed, U. S. v. Gooding, 12 Wheaton, 460. 6 L. ed. 693; Betts v. U. S., C. C. A., 132 Fed. 228, 231; *supra*, § 515*dd*. The mode of conducting trials, the order of introducing evidence, and the times when it is to be introduced, are properly matters belonging to the practice of the trial court, with which the appellate court ought not to interfere. Philadelphia & T. R. Co. v. Stimpson, 14 Pet. 448, 10 L. ed. 535. So is, ordinarily, a limitation of the scope of a cross-examination because it is not germane to the examination in chief or has been unduly extended. Post Pub. Co. v. Peck, C. C. A., 199 Fed. 6. So are all questions as to surprise, as to reopening a case, or as to the order of proof. Ames v. Quimby, 106 U. S. 342, 27 L. ed. 100. To a large extent, the course and extent of a cross-examination of a witness is subject to the control of the court in the exercise of a sound discretion; and the exercise of that discretion is not ordinarily reviewable on a writ of error. Rea v. Missouri, 17 Wall. 532, 21 L. ed. 707. But see Eames v. Kaiser, 142 U. S. 488, 35 L. ed. 1090; O'Connell v. Pennsylvania Co., C. C. A., 118 Fed. 989. A judgment may, but rarely will, be reversed for the expressions of his opinion on the facts by the judge in his charge, when he left all the questions of fact to the decision of the jury. *Cf.* Arey v. De Loriea, C. C. A., 55 Fed. 323. The decision of the trial court as to which party is entitled to the opening and closing of the argument to the jury will not be reviewed by the appellate court, Hall v. Weare, 92 U. S. 728, 23 L. ed. 500; Day v. Woodworth, 13 How. 363, 14 L. ed. 181; Lancaster v. Collins, 115 U. S. 222, 29 L. ed. 373. At least where it does not appear that the plaintiff in error was thereby prejudiced, New York Dry Goods Store v. Pabst Brewing Co., C. C. A., 112 Fed. 381, 383. An allowance or refusal of an amendment to a pleading is ordinarily a matter for the discretion of the court below. Jenkins v. Banning, 23 How. 455, 16 L. ed. 580; *Ex parte* Bradstreet, 7 Pet. 634, 8 L. ed. 810; Wright v. Hollingsworth, 1 Pet. 165, 7 L. ed. 96; Spencer v. Lapsley, 20 How. 264, 15 L. ed. 902; Rucker v. Bolles, C. C. A., 133 Fed. 858; Dunn v. Mayo Mills, C. C. A., 134 Fed. 804, 806. But in an extraordinary case a decision thereupon may be reviewed. Riddle v. Whitehill, 135 U. S.

621, 627, 640, 34 L. ed. 282, 285, 289; Herman v. Am. Bridge Co., C. C. A., 11 Fed. 930 (where there were reversals for refusals to permit an amendment.) Warner v. Godrey, 186 U. S. 365, 46 L. ed. 1203 (where a reversal was made because of a grant of permission to amend). See *supra*, § 215. The same rule applies to a motion to amend a judgment. Mason v. Smith, C. C. A., 191 Fed. 502. Upon a trial, plaintiff was allowed to withdraw a juror and given permission to amend his declaration within a specified time, and subsequently, after the jurors had been discharged, he was ordered to pay the costs of the term as a condition for such amendment, and in default thereof his complaint was dismissed. For this the judgment was reversed. Jackson v. Emmons, 176 U. S. 532, 44 L. ed. 576. The grant of permission to withdraw a juror is usually not reviewable. Huntington v. Toledo, St. L. & W. R. Co., C. C. A., 175 Fed. 532. The refusal of the court below to allow new pleas to be filed cannot be assigned as error except in case of a gross abuse of discretion. Mandeville v. Wilson, 5 Cranch, 15, 17, 3 L. ed. 23, 24; Marine Ins. Co. v. Hodgson, 6 Cranch, 206, 3 L. ed. 200; U. S. v. Buford, 3 Pt. 12, 7 L. ed. 585; Dean v. Mason, 20 How. 198, 15 L. ed. 876; Spencer v. Lapsley, 20 How. 264, 15 L. ed. 902; Ætna Ins. Co. v. Weide, 9 Wall. 677, 19 L. ed. 810; Chapman v. Barney, 129 U. S. 677, 32 L. ed. 800; Gormley v. Bunyan, 138 U. S. 623, 631, 34 L. ed. 1086, 1089. The continuance of a case or the refusal to continue it is in the discretion of the court to which the motion is made. Woods v. Young, 4 Cranch, 237, 2 L. ed. 607; Sims v. Hundley, 6 How. 1, 12 L. ed. 319; Thompson v. Selden, 20 How. 194, 15 L. ed. 1001; McFaul v. Ramsey, 20 How. 523, 15 L. ed. 1010; Cook v Burnley, 11 Wall. 659, 20 L. ed. 29; Cox v. Hart, 145 U. S. 376, 36 L. ed. 741; Pickett v. U. S., 216 U. S. 456, 54 L. ed. 566; Davis v. Patrick, C. C. A., 57 Fed. 909; Texas & Pac. Ry. Co. v. Humble, C. C. A., 97 Fed. 837; Means v. Bank of Randall, 146 U. S. 620, 36 L. ed. 1107; Drexel v. True, C. C. A., 74 Fed. 12; Baker v. Texarkana Nat. Bank, C. C. A., 74 Fed. 598; Hardy v. U. S., 186 U. S. 224, 46 L. ed. 1137; Copper River Min. Co. v. McClellan, C. C. A., 138 Fed. 333; Myers v. Kessler, C. C. A. 142 Fed. 730; Huntington v. Toledo, St. L. & W. R. Co., C. C. A., 175 Fed. 532; St. Louis Stave & Lumber Co. v. U. S., C. C. A., 177 Fed. 178. It seems that the exceptions to rulings on a motion to change the *venue* are not available upon a writ of error, McFaul v. Ramsey, 20 How. 523, 15 L. ed. 1010; Cook v. Burnley, 11 Wallace, 659, 20 L. ed. 29. The decision of the trial court upon a challenge to the favor of a juror will rarely be reviewed. Press Pub. Co. v. McDonald, C. C. A., 73 Fed. 440; So. Pac. Co. v. Rank, C. C. A., 49 Fed. 696. Decisions of administrative questions in the course of receivership, such as granting leave to sue a receiver, N. Y. Security & Tr. Co. v. Illinois Transfer R. Co., C. C. A., 104 Fed. 710; or determining to retain a leasehold, Mercantile Tr. Co. v. Farmers' L. & Tr. Co., C. C. A., 81 Fed. 254, will rarely be reviewed upon appeal. An order setting aside an award of arbitrators may be reviewed by writ of error to the final judgment in the case. Nolan v. Colo. Cent. Consol. Min. Co., C.

diction, for example, in granting or refusing specific performance, may be reviewed.[71] The granting or refusal of a motion for a new trial, either absolutely[72] or conditionally,[73] is within the discretion of the court;[74] but where the court below refuses to consider a motion for a new trial upon the ground that it has

C. A., 63 Fed. 930. It has been held that an order overruling exceptions to a master's report, because the record was not printed in accordance with the rules, cannot be reviewed by the Circuit Court of Appeals. Du Bois v. Mayor of New York, C. C. A., 128 Fed. 418. It has been held that an order refusing naturalization is discretionary and is not reviewable by either appeal or writ of error. U. S. v. Dolla, C. C. A., 177 Fed. 101. *Contra*, U. S. v. Breen, 135 App. Div. (N. Y.) 824.

[71] Leicester Piano Co. v. Front R. R. Imp. Co., C. C. A., 55 Fed. 190.

[72] Henderson v. Moore, 5 Cranch, 11, 3 L. ed. 22; Blunt v. Smith, 7 Wheat. 248, 5 L. ed. 446; M'Lanahan v. Universal Ins. Co., 1 Pet. 170, 7 L. ed. 98; U. S. v. Buford, 3 Pet. 12, 3 L. ed. 585; Life F. Ins. Co. v. Wilson, 8 Pet. 291, 8 L. ed. 949; Doswell v. De LaLanza, 20 How. 29, 15 L. ed. 824; Warner v. Norton, 20 How. 448, 15 L. ed. 950; Pomeroy v. Bank of Indiana, 1 Wall. 592, 17 L. ed. 638; Freeborn v. Smith, 2 Wall. 160, 17 L. ed. 922; Laber v. Cooper, 7 Wall. 565, 19 L. ed. 151; Ewing v. Howard, 7 Wall. 499, 19 L. ed. 293; Home Ins. Co. v. Barton, 13 Wall. 603, 20 L. ed. 708; Erskine v. Hohnbach, 14 Wall. 613, 20 L. ed. 745; Republican R. B. Co. v. Kansas P. R. Co., 92 U. S. 315, 23 L. ed. 515; Cambuston v. U. S., 95 U. S. 285, 24 L. ed. 448; Young v. U. S., 95 U. S. 641, 24 L. ed. 467; Kerr v. Clampitt, 95 U. S. 188, 24 L. ed. 493; San Antonio v. Mehaffy, 96 U. S. 312, 24 L. ed. 816; Newcomb v. Wood, 97 U. S. 581, 24 L. ed. 1085; Kansas Pac. R. Co. v. Twombly, 100 U. S. 78, 25 L. ed. 550; Boogher v. Insurance Co., 103 U. S. 90, 26 L. ed. 310; Jones v. Buckell, 104 U. S. 554, 26 L. ed. 841; Embry v. Palmer, 107 U. S. 3, 27 L. ed. 346; Terre Haute & Ind. R. Co. v. Struble, 109 U. S. 381, 27 L. ed. 970; Alexander v. U. S., 57 Fed. 828, 830; Myers v. Kessler, C. C. A., 142 Fed. 730; Hanaway v. Guarantee Savings, Loan & Investment Co., C. C. A., 143 Fed. 962; Bell Telephone Co. v. Detharding, C. C. A., 148 Fed. 371. So is the denial of a motion to set aside a judgment and permit the withdrawal of a plea of guilty, when there is no jurisdictional question involved. Whitworth v. U. S., C. C. A., 114 Fed. 302.

[73] No. Pac. R. Co. v. Herbert, 116 U. S. 642, n, 29 L. ed. 755.

[74] N. Y., L. E. & W. R. Co. v. Winter, 143 U. S. 60, 75, 36 L. ed. 71, 80; and authorities cited in notes 66 and 67, *supra*. But see Coughlin v. District of Columbia, 106 U. S. 7, 27 L. ed. 74. In a death case, an order denying a new trial was reversed because nominal damages had been awarded. Pugh v. Bluff City Excursion Co., C. C. A., 177 Fed. 399.

no power to do so,[75] or improperly refuses to consider affidavits upon such a motion,[76] or grants a new trial when it has no power to act upon the motion,[77] the decision may be reviewed by a writ of error. A decree upon a bill in the nature of a bill of review, which sets aside a previous decree, was reversed upon appeal.[78] The opening of a default is not subject to revision in the appellate court.[79] A refusal to open a default is not the subject of review; except possibly, in case of a gross abuse of discretion.[80] An order directing a compulsory nonsuit or a dismissal of a complaint [81] may be reviewed by writ of error to the final judgment.[82] An error that would not have been prejudicial to the plaintiff in error or appellant is on gound for a reversal.[83] It was formerly the rule that if there be

[75] Felton v. Spiro, C. C. A., 78 Fed. 576.

[76] Clyde Mattox v. U. S., 146 U. S. 140, 147, 36 L. ed. 917, 920; Dwyer v. U. S., 170 Fed. 160, *supra*, § 478.

[77] City of Manning v. German Ins. Co., C. C. A., 107 Fed. 52, 54; Nelson et al. v. Meehan et al., C. C. A., 12 L.R.A.(N.S.) 374, 155 Fed. 1.

[78] Hendryx v. Perkins, C. C. A., 114 Fed. 801. An order refusing leave to file a bill of review is appealable. Board of Councilmen of Frankfort v. Deposit Bank, C. C. A., 124 Fed. 18.

[79] U. S. v. Estudillo, 1 Wall. 710, 17 L. ed. 702; McAllister v. Kuhn, 96 U. S. 87, 24 L. ed. 615, Newcomb v. Burbank, 159 Fed. 569.

[80] Metropolitan St. Ry. Co. v. Davis, C. C. A., 112 Fed. 633; Dexter v. Kelles, C. C. A., 113 Fed. 48.

[81] Central Transp. Co. v. Pullman's P. C. Co., 139 U. S. 24, 39, 35 L. ed. 55, 61; Southern Pac. Co. v. Kelley, C. C. A., 187 Fed. 937.

[82] Elmore v. Grymes, 1 Pet. 469, 7 L. ed. 224; Central Transp. Co v. Pullman's P. C. Co., 139 U. S. 24, 39, 35 L. ed. 55, 61.

[83] U. S. v. U. S. Fidelity & Guaranty Co., 222 U. S. 283, 56 L. ed. 200; Norfolk Southern R. Co. v. Talbott, C. C. A., 190 Fed. 737; Delaware, L. & W. R. Co. v. Lyne, C. C. A. 193 Fed. 984. Such as the erroneous admission of evidence which could not have affected the result, Holmes v. Goldsmith, 147 U. S. 150, 37 L. ed. 118; U. S. v. Shapleigh, C. C. A., 54 Fed. 126, 137; Dorsheimer v. Glenn, 51 Fed. 404; Am. Mfg. Co. v. Bigelow, C. C. A., 188 Fed. 34; Post Pub. Co. v. Peck, C. C. A., 199 Fed. 6, 24; or an exclusion of evidence that was merely cumulative, when there was a considerable amount of evidence offered by the same party upon the same issue, Patterson v. Iaeger & S. Ry. Co., C. C. A., 178 Fed. 649. A judgment will not be reversed for an erroneous instruction to the jury where the evidence justified a direction in favor of the defendant in error. W. B. Grimes Dry Goods Co. v. Malcolm, 58 Fed. 670; Cook v. Foley, C. C. A., 152 Fed. 41, 48. Nor for an erroneous instruction inapplicable to the case.

error apparent on the face of the record, a presumption of prejudice arises, which cannot be disregarded, unless the record affirmatively discloses that the error was not prejudicial,[84] but, in the Second Circuit, it is now held that prejudice from error must be shown and will not be presumed.[85] The court of review will not consider exceptions taken by a party who has not sued out a writ of error or taken an appeal.[86] A court of review cannot consider, by agreement of the parties, questions not in the case; although a stipulation is made that other suits or procedings, which have not been brought up on appeal, be consolidated with that appeal, when they were not consolidated in the court of first instance.[87]

On appeals from the Court of Claims, in the absence of a special statute, nothing can be reviewed but questions of law.[88] On appeals from the Court of Claims the findings of fact import absolute verity and conclude both parties.[89] Where the

Crosby Lumber Co. v. Smith, C. C. A., 51 Fed. 63. Nor for an erroneous instruction which could have done no harm. Standard Oil Co. v. Brown, 218 U. S. 78, 86, 54 L. ed. 944, 945. *Cf.* Iron Silver Min. Co. v. Mike & S. G. & S. Min. Co., 143 U. S. 394, 36 L. ed. 201; Kansas City, Ft. S. & M. R. Co. v. Stoner, 51 Fed. 649, 655. But see Deery v. Crary, 5 Wall. 795, 18 L. ed. 653; Smith v. Shoemaker, 17 Wall. 630, 21 L. ed. 717; nor for overruling an objection that the plaintiff had an adequate remedy at law, where there was no issue of fact that could have been submitted to a jury. Southern Pac. Ry. Co. v. U. S., C. C. A., 186 Fed. 737.

84 Vicksburg & Meridan R. R. Co. v. O'Brien, 119 U. S. 99, 30 L. ed. 299; Mexia v. Oliver, 148 U. S. 664; 37 L. ed. 602; Cock v. Foley, C. C. A., 152 Fed. 41, 48; Mutual Reserve Life Ins. Co. v. Heidel, C. C. A., 161 Fed. 535; Norfolk & P. Traction Co. v. Miller, C. C. A., 174 Fed. 607; Consolidated Grocery Co. v. Hammond, C. C. A. 175 Fed. 641; Stewart v. Brune, C. C. A., 179 Fed. 350.

85 Press Pub. Co. v. Monteith, C. C. A., 180 Fed. 356; See People v Gilbert, 199 N. Y. 10, 20 Ann. Cas. 769; Savage v. Modern Woodmen, 84 Kan. 63, 33 L.R.A.(N.S.) 773; Harris v. State, 80 Neb. 195; Byers v. Territory, 1 Okla. Crim. Rep. 677; State v. Byrd, 41 Mont. 585. This rule has been approved by the American Bar Ass'n, the New York State Bar Ass'n, and the Bar Ass'n of the City of New York. Report of Am. Bar Ass'n for 1912.

86 U. S. v. Blackfeather, 155 U. S. 180, 39 L. ed. 114; Guarantee Co. v. Phenix Ins. Co., C. C. A., 124 Fed. 170.

87 Headrick v. Larson, C. C. A., 152 Fed. 93.

88 Mahan v. U. S., 14 Wall. 109, 20 L. ed. 764; U. S. v. Smith, 94 U. S. 214, 24 L. ed. 115.

89 Desmare v. U. S., 93 U. S. 605, 23 L. ed. 959; Talbert v. U. S., 155 U. S. 45, 39 L. ed. 64.

Court of Claims sends up as a part of its findings of facts all the evidence on which an essential fact was found, and there is no legal evidence to establish such fact, the Supreme Court must reverse the judgment, if the fact so found is essential to the judgment.[90] The judgment of the Court of Claims as to the legal effect of the ultimate circumstantial facts in a case may be reviewed on appeal.[91] The conclusions of law drawn from the findings of fact may be reviewed.[92] Questions of law arising in the course of a trial before the Court of Claims may also be reviewed upon appeal.[93] Upon a question of fraud or mistake, the Supreme Court will not go behind the findings of fact of the Court of Claims.[94]

§ 712. Mandate. The judgment of the appellate court is embodied in a mandate which is sent down to the court whose proceedings have been reviewed by writ of error or appeal.[1] When the judgment of a Circuit Court of Appeals is reviewed, the mandate should be addressed to the court of first instance,[2] unless some action by the Circuit Court of Appeals, such as the consideration of an appeal of which it had decided that it had no jurisdiction,[3] or the dismissal of an appeal, is directed, when the mandate is usually directed to that court alone.[4] "It

[90] U. S. v. Clark, 96 U. S. 37, 24 L. ed. 696.

[91] U. S. v. Pugh, 99 U. S. 265, 25 L. ed. 322.

[92] Union Pac. R. Co. v. U. S., 116 U. S. 154, 29 L. ed. 584. See also The Adriatic, 107 U. S. 512, 27 L. ed. 497.

[93] McClure v. U. S., 116 U. S. 145, 29 L. ed. 572.

[94] U. S. v. Adams, 6 Wall. 101, 18 L. ed. 792. As to decisions upon appeals from Territorial courts, see Mammoth Min. Co. v. Salt Lake M. & M. Co., 151 U. S. 447, 38 L. ed. 229; *supra*, §§ 687, 688, 691.

§ 712. [1] 26 St. at L. 826, §§ 10, 11.

[2] 26 St. at L. 827, § 10; Louisville & Nashville R. R. Co. v. Behlmer, 169 U. S. 644, 648, 42 L. ed. 889, 890. Where, pending an appeal, a new district was created, to which the case would ordinarily belong; the Supreme Court remanded it to the other district, because there were special circumstances, which made it proper that the facts should be investigated by the judge, before whom the first hearing was held. Hatfield v. King, 186 U. S. 178, 46 L. ed. 1112.

[3] Lutcher & Moore Lumber Co. v. Knight, 217 U. S. 257, 54 L. ed. 757.

[4] Am. Sugar Co. v. New Orleans, 181 U. S. 277, 283, 45 L. ed. 859, 862; Whitney v. Dick, 202 U. S. 132, 141, 50 L. ed. 963, 966; *Ex parte* First National Bank of Chicago, 207 U. S. 61, 64, 66, 52 L. ed. 103, 105, 106.

is customary to issue but a single mandate."[5] The directions as to further proceedings of the court of first instance are in a mandate addressed to the Circuit Courts of Appeals are not an order to issue an order to the District Court.[6] They are directions which the Circuit Court of Appeals should simply communicate to the court of first instance and which the latter should follow on the authority of the Supreme Court, not upon the authority of the Circuit Court of Appeals.[7] Neither the Supreme Court nor the Circuit Court of Appeals has power to issue execution on appeal from or error to the judgment or decree of a Federal court.[8] A mandate may be recalled from the inferior court, and corrected or set aside, at the term at which it is issued.[9] An application to recall and correct a mandate cannot be made after the close of the term.[10] In a case in which the appellate court had no jurisdiction, it may of its own motion modify the judgment, recall a mandate of affirmance, pending the term at which it was issued, and dismiss the writ of error.[11] No mandate issues without an order from the appellate court, which is usually granted only on consent or upon notice. It was the former practice in the Supreme Court of the United States, when no special circumstances were shown, to issue no mandates, except immediately before the February recess, and immediately before the conclusion of the term. Where a party has died after argument,[12] or where an appeal or writ of error has been argued in ignorance of his death,[13] or in a case where it is necessary to prevent an

[5] *Ex parte* First National Bank, 207 U. S. 61, 64, 66, 52 L. ed. 103, 105, 106.

[6] Ibid.

[7] Ibid.

[8] U. S. R. S., § 701, 26 St. at L. 826, §§ 10, 11.

[9] Killian v. Ebbinghaus, 111 U. S. 798, 28 L. ed. 593; *Ex parte* Crenshaw, 15 Pet. 119, 10 L. ed. 682; U. S. v. Gomez, 23 How. 326, 16 L. ed. 552; Waskey v. Hammer, C. C. A. 179 Fed. 273; Miocene Ditch Co. v. Campion Mining & Trading Co., C. C. A. 197 Fed. 497.

[10] Schell v. Dodge, 107 U. S. 629, 27 L. ed. 601; Killian v. Ebbinghaus, 111 U. S. 798, 28 L. ed. 593; Minn. Tribune Co. v. Associated Press, C. C. A. 84 Fed. 921; Hawkins v. Cleveland, C. C. & St. L. Ry. Co., C. C. A., 99 Fed. 322; s. c., C. C. A. 89 Fed. 266.

[11] U. S. v. Gomez, 23 How. 326, 16 L. ed. 552; Cannon v. U. S., 118 U. S. 355, 30 L. ed. 220; *Ex parte* Crenshaw, 15 Pet. 119, 10 L. ed. 682.

[12] Clay v. Smith, 3 Pet. 411, 7 L. ed. 723.

[13] Bank of U. S. v. Weisiger, 2 Pet. 481, 7 L. ed. 492.

abatement which would cause injustice;[14] the judgment of the appellate court may be entered *nunc pro tunc* as of a date prior to his death.

Where a judgment for the payment of money is affirmed by the Supreme Court upon a writ of error, interest is awarded to the defendant in error from the day of the judgment until its payment, at the same rate that similar judgments bear interest in the courts of the State where such judgment is rendered.[15] The same rule applies to decrees for the payment of money in cases in equity, unless otherwise ordered by the appellate court.[16] "In cases in admiralty, damages and interest may be allowed if specially directed by the court."[17] In case interest is improperly allowed by the court below, and the amount of the interest is insufficient to warrant a writ of error, the appellate court may compel the court below by a mandamus to vacate so much of the judgment as awards interest.[18] Where proceedings under the judgment or decree below have been stayed, and the appelate court considers that the writ of error or appeal was taken merely for delay, damages at the rate of ten per cent. in addition to the interest may be awarded.[19]

[14] Coughlin v. District of Columbia, 106 U. S. 7, 27 L. ed. 74.

[15] S. C. Rule 23; C. C. A. Rule 30; U. S. R. S., § 1010; Perkins v. Fourniquet, 14 How. 328, 14 L. ed. 441; McNeil v. Holbrook, 12 Pet. 84, 9 L. ed. 1009. As to the power of the District of Columbia Court of Appeals, see Washington & G. R. Co. v. Harmon's Adm'r, 147 U. S. 571, 589, 37 L. ed. 284, 291.

[16] S. C. Rule 23; C. C. A. Rule 30; U. S. R. S., § 1010. Since the adoption of the rule just cited, it has been held that interest at the legal rate, in the State where the judgment was entered, should be allowed upon such affirmance in cases at common law and in equity, although not specified in the mandate. *Ex parte* The Republic of Colombia, 195 U. S. 604, 49 L. ed. 338; United Shoe Mach. Co. v. Dancel (C. C. A.), Second Circuit 1906. *Contra*, Green v. Chicago, S. & C. R. Co. (C. C. A.), 49 Fed. 907. In the absence of a rule of court upon the subject, it was held that, unless interest was included in the mandate, it could not be awarded after the affirmance. Boyce v. Gundy, 9 Peters, 276, 9 L. ed. 127; U. S. v. So. Pac. R. Co., 56 Fed. 865. See Ingersoll v. Coram, 174 Fed. 662. A direction in the mandate, that appellants pay "the expenses of the trustee, his fee, and costs." authorize the allowance of a reasonable counsel fee to his attorney. Page v. Rogers (C. C. A.), 149 Fed. 194. This practice still prevails in admiralty. The Glenochil, 128 Fed. 963.

[17] S. C. Rule 23; C. C. A. Rule 30; U. S. R. S., § 1010.

[18] In *re* Washington & G. R. Co., 140 U. S. 91, 35 L. ed. 339.

[19] S. C. Rule 23; C. C. A. Rule

Where a judgment or decree which is reversed has been executed pending the writ of error or appeal, the mandate should include a direction to the court below to compel restitution.[20]

30; U. S. R. S., § 1010; Barrow v. Hill, 13 How. 54, 14 L. ed. 48; Sutton v. Bancroft, 23 How. 320, 16 L. ed. 454; Kilbourne v. State Sav. Inst., 22 How. 503, 16 L. ed. 370; Sire v. Ellithorpe A. Br. Co., 137 U. S. 579, 34 L. ed. 801; Whitney v. Cook, 131 U. S. cxcvii, and 26 L. ed. 560; Insurance Co. v. Huchbergers, 12 Wall. 164, 20 L. ed. 364; Hennessy v. Sheldon, 12 Wall. 440, 20 L. ed. 446; Hall v. Jordan, 19 Wall. 271, 22 L. ed. 47; Peyton v. Heinekin, 131 U. S. ci, and 20 L. ed. 679; Jenkins v. Banning, 23 How. 455, 16 L. ed. 580; Prentice v. Pickersgill, 6 Wall. 511; Campbell v. Wilcox, 10 Wall. 421, 19 L. ed. 973; Amory v. Amory, 91 U. S. 356, 23 L. ed. 436; Taxes & P. Ry. Co. v. Volk, 151 U. S. 73, 38 L. ed. 78; Watterson v. Payne, 154 U. S. 534, and 15 L. ed. 899; Wabash R. R. Co. v. Mathew, 199 U. S. 605, 50 L. ed. 329 (upon writ of error to a State court); Mutual Reserve L. Ins. Co. v. Birch, 200 U. S. 612, 50 L. ed. 620 (upon writ of error to a State court). It has been said that the penalty will not be imposed, where the question presented is one of statutory construction, which has not been decided by a State court, and is fairly in doubt under the authorities. Times-Democrat Pub. Co. v. Mozee (C. C. A.), 136 Fed. 761; nor where the previous decisions of the State Supreme Court and the Circuit Court of Appeals were in conflict. Joplin & P. Ry. Co. v. Payne, C. C. A. 194 Fed. 387. A less sum than ten per cent. may also be awarded for damages on an appeal. West Wisconsin R. Co. v. Foley, 94 U. S. 100, 24 L. ed. 71. The power of the Supreme Court to award the damages for delay is not confined to money judgments. In one case five hundred dollars damages were awarded for delay on an appeal from a decree for specific performance. Gibbs v. Diekma, 131 U. S. clxxxvi, and 26 L. ed. 177.

[20] The Rachel v. U. S., 6 Cranch, 329, 3 L. ed. 239; Bank of U. S. v. Bank of Washington, 6 Pet. 8, 8 L. ed. 299; Morris's Cotton, 8 Wall. 507, 19 L. ed. 481; *Ex parte* Morris, 9 Wall. 605, 19 L. ed. 799. No extra damages can be awarded when an appeal or writ of error is dismissed for want of jurisdiction. Gregory Consol. Min. Co. v. Starr, 141 U. S. 222, 227, 35 L. ed. 715, 717.

[21] This is so, even when the reversal is because of want of jurisdiction of the court below. Northwestern Fuel Co. v. Brock, 139 U. S. 216, 35 L. ed. 151. Restitution may be enforced by contempt proceedings. *Ex parte* Morris, 9 Wall. 605, 19 L. ed. 799. Where a third person has received funds or property of which restitution is ordered, he may be obliged to return the same, provided he is within the territorial jurisdiction of the court, and no equities on his part would make restitution improper. Ibid. It has been held that restitution by the United States cannot be compelled. The Santa Maria, 10 Wheat. 431, 6 L. ed. 359.

Upon the filing of the mandate in the court below, that court acquires jurisdiction of the case.[23] The inferior court is bound by a decree of the appellate court, and must carry it into execution according to the mandate.[24] It has been said that when

[22] Where, pending an appeal, costs awarded in the decree were paid by consent, it was held that their repayment would not be directed upon a reversal. Groves v. Sentell, 66 Fed. 179. See Miller v. Clark, 52 Fed. 900; Lamb v. Ewing, 54 Fed. 269; Robinson v. A. & G. M. Co., 67 Fed. 189. Where the person who is ordered to make restitution has paid duties or other charges thereon, he may be allowed the amount so paid. *Ex parte* Morris, 9 Wall. 605, 19 L. ed. 799. See The Schooner Rachel v. U. S., 6 Cranch. 329, 3 L. ed. 239.

[23] It has been held that on an appeal from a decision denying a writ of *habeas corpus*, the State court is at liberty to act as soon as the judgment of the appellate court is entered and is not bound to wait until the mandate has been sent down. "Where in such a case as this, the State court proceeds after final judgment, as here on the appeal of the person imprisoned or held in custody, but before our mandate goes down to the Circuit Court, it does so at the risk that its orders may be controlled and, if need be, annulled, if this court, during the term, should suspend or set aside its own judgment. While it is not difficult to perceive that serious complications may sometimes arise where the State court acts with undue haste, and proceeds before the mandate of this court is issued and without any special application being made therefor, we do not feel at liberty to declare its action, taken after and in conformity with the final judgment here, to be void, simply because it was taken before the mandate was sent down." Harlan, J., *Re* Jugiro, 140 U. S. 291, 296, 35 L. ed. 510, 512. But see § 428, *supra*. It is doubtful whether this rule would be followed in a case that did not arise upon an application for the writ of *habeas corpus*. Burget v. Robinson (C. C. A.), 123 Fed. 262, 265; Wilson v. Calculagraph Co. (C. C. A.), 153 Fed. 961. It has been held at circuit that the statute of limitations against the right of a purchaser of personal property to sue for a breach of warranty of title begins to run from the time his title is declared invalid by a decision of the court of last resort, not from the time when the mandate of such court is filed below. Nickles v. U. S., 42 Fed. 757.

[24] Sibbald v. U. S., 12 Pet. 488, 9 L. ed. 1167. See also Campbell v. James, 31 Fed. 525. It cannot modify it in accordance with subsequent decisions of the Supreme Court, which are inconsistent with the mandate in the case. Gaines v. Caldwell, 148 U. S. 228, 37 L. ed. 432. The mandate only applies to the parties before the court. *Re* Metropolitan Tr. Co., 218 U. S. 312, 54 L. ed. 1051. After the reversal of an order dismissing the complaint as to the appellants, the court of first instance cannot vacate the judgment dismissing the complaint as to other defendants after the expiration of the term at which the same was originally en-

a mandate dismisses a writ of error or appeal,[25] or affirms absolutely[26] or with modications,[27] a decree of the court below, that court can only record the order of the appellate court. and proceed with the execution of its own decree as affirmed. After the whole case has been decided in the Supreme Court and remanded for final judgment, the State court has no power to dismiss a suit in equity on the ground that the

tered. Ibid. After reply of the Supreme Court to a certificate of the Circuit Court of Appeals, the latter court will not re-examine the evidence as to the facts set forth in such certificate. The Folmina, C. C. A., 173 Fed. 615.

The directions as to the further proceedings in the District Court, which are contained in a mandate addressed to the Circuit Court of Appeals, should be communicated to the District Court by the Court of Appeals, and do not authorize that court to exercise any further jurisdiction concerning the same. *Ex parte* First National Bank of Chicago, 207 U. S. 61, 52 L. ed. 103. But where the Supreme Court stated. in its opinion, but one ground of reversal, the District Court is bound to follow the opinion of the Circuit Court of Appeals in the case. Hill v. Mutual Life Ins. Co., 113 Fed. 44.

[25] Hubbard v. Worcester Art Museum. C. C. A., 196 Fed. 871. Where, upon the dismissal, the case was remanded for such further proceedings as "according to right and justice and the laws of the United States ought to be had;" it was held that, upon the filing of such mandate, the court below had the power to act upon a motion in abatement. U. S. v. Dunne, C. C. A., 173 Fed. 254.

[26] Durant v. Essex County, 101 U. S. 555, 25 L. ed. 961.

[27] Harrison v. Clarke, C. C. A. 182 Fed. 765. No costs can be awarded unless the mandate so directs. Am. Tr. & Sav. Bank v. Zeigler Coal Co. 165 Fed. 512; Ingersoll v. Coram, 174 Fed. 662; Morris v. U. S., C. C. A. 185 Fed. 73, a criminal case. Where the judgment was affirmed "as in the declaration claimed," and the declaration claimed more than the judgment, it was held to be simply an affirmance. Balt. & P. R. Co. v. Mackay, 157 U. S. 72, 39 L. ed. 624. Where a decree adjudging the invalidity of a patent was reversed, and the mandate directed the entry of a decree "declaring the validity of the patent and adjudging that claim one of said patent has been infringed by the defendant;" it was held that the Circuit Court had no discretion to vary therefrom by adjudging that claim one only of the patent was valid and infringed. Keasbey & Mattison Co. v. American Magnesia & C. Co.. 148 Fed. 91. As to the form of a mandate upon the affirmance of an order or decree granting an injunction, see Goshen Sweeper Co. v. Bissell C. S. Co. (C. C. A.), 72 Fed. 67; Hadden v. Doolcy (C. C. A.), 74 Fed. 429. As to contempt proceedings after a mandate reversing an injunction, see Wilson v. Calculagraph Co. (C. C. A.), 153 Fed. 961. It has been held: that an amendment cannot be allowed where fur-

[illegible] proceedings are not directed. Martin v. People's Bank, 115 Fed. 226. After a general decree, in the Supreme Court, of restitution in a prize case, the captors or purchasers under them cannot set up in the court below new claims for equitable deductions, meliorations, or charges, even if such claims would have been allowed had they been asserted before the original decree. The Santa Maria, 10 Wheat. 431, 6 L. ed. 359. The court below has no power, after a case in equity has been decided by the appellate court and remanded with directions for execution, to grant a rehearing. *Re* Lennox, 181 Fed. 428; even in a patent case, where a disclaimer has been subsequently filed. Am. Soda Fountain Co. v. Sample, C. C. A. 136 Fed. 857; nor, it has been held, without permission to grant leave to file a bill of review, even to set forth subsequent occurrences, Harrison v. Clarke, C. C. A. 182 Fed. 765, 767; Fellows v. Borden's Condensed Milk Co., 188 Fed. 863. But see as to the addition to the decree of a provision that it be without prejudice to the right to apply to the Supreme Court for a *certiorari*. *Re* Hudson River El. Co., 184 Fed. 970. Nor permit the defendant to file a supplemental answer to show the death of a party, and the abatement of the suit before the appeal, and the lack of a necessary party. *Ex parte* Story, 12 Pet. 339, 9 L. ed. 1108.

After an affirmance of an action for ejectment, a new trial may be granted, when the court authorizes one as a matter of right, irrespective of error. Smale v. Mitchell, 143 U. S. 99, 109, 36 L. ed. 90, 93. After an affirmance of a judgment in an ordinary action at common law, it has been held that a new trial can be granted, because of newly discovered evidence. Fuller v. U. S., 182 U. S. 562, 576, 45 L. ed. 1230, 1237; McCreery Realty Corporation v. Equitable Nat. Bank, 123 App. Div. (N. Y.) 358. *Cf.* Reynolds v. Newaygo Circuit Judge, 109 Mich. 403, 405. But see *Ex parte* Dubuque & Pacific R. R., 1 Wallace, 69, 17 L. ed. 514 (where the Supreme Court had expressly directed the District Court to enter judgment for the defendant). Where a decree after an accounting was "reversed, and the case remanded with instructions to strike out allowances for rental" before a certain date, and to allow subsequent rentals, it was held: that this in effect affirmed so much of the decree as allowed these subsequent rents; that the court below had had no power to reopen the inquiry into the accounts; and that interest on the rents as allowed was properly awarded by such court in its decree on the mandate. Kneeland v. Am. Loan & Tr. Co., 136 U. S. 89, 103, 34 L. ed. 379, 385; s. c. 138 U. S. 509, 34 L. ed. 1052. Where the Supreme Court had affirmed a title to land in Florida according to a particular survey, it was held that the court below had no power to reopen the inquiry purpose of adopting another survey. Chaires v. U. S., 3 How. 611, 11 L. ed. 749. Where the Supreme Court, in dismissing an appeal, determined the value of the matter in dispute, the court below held that that was conclusive as to its jurisdiction, and upon a bill of review dismissed the bill. Miller v. Clarke (C. C. A.), 52 Fed. 900. See Latta v. Granger, 167 U. S. 81, 42 L. ed. 85: *Ex parte* Washington & G. R. Co., 140 U. S. 91, 35 L. ed. 339; Gaines v. Caldwell,

plaintiff has a remedy at law.[28] It is too late to question the jurisdiction of the District Court after the cause has been sent back by a mandate.[29] It seems that after a decree on appeal, leave to file a supplemental bill, setting up new defenses growing out of matters occurring after the mandate was sent down, should ordinarily be denied.[30] But where a decree is reversed

148 U. S. 228, 37 L. ed. 432; Groff v. Boesch, 50 Fed. 660; Eastern Cherokees v. U. S., 225 U. S. 572, 56 L. ed. 1212. Where the mandate directs that an act be performed within thirty days of the filing thereof, the District Court has no power to direct its clerk to make an entry stating the filing as of a different date from that when the mandate was actually filed. Morris v. U. S., C. C. A. 185 Fed. 73.

28 Tyler v. Magwire, 17 Wall. 255, 21 L. ed. 576.

29 Skillern v. May, 6 Cranch, 267, 3 L. ed. 220; Whyte v. Gibbes, 20 How. 541, 15 L. ed. 1016; Billings v. Aspen M. & S. Co., 53 Fed. 561. In a case where the Supreme Court of the United States had reversed a judgment of the highest court of a State and directed that court to conform its judgment to the opinion of the Supreme Court, but the fact on which the judgment was reversed did not appear on the record from the lower State court from which the case was brought to the highest State court, and the latter court in consequence claimed it had no jurisdiction to reverse the judgment of the lower court, but instead dismissed its own writ of error to the lower court: the Supreme Court of the United States affirmed the latter judgment. Davis v. Packard, 8 Pet. 312, 8 L. ed. 957.

30 Mackall v. Richards, 116 U. S. 45, 29 L. ed. 558; Harrison v. Clarke, C. C. A. 182 Fed. 765, 767; Fellows v. Borden's Condensed Milk Co., 188 Fed. 863. But after the mandate, a bill to enjoin the enforcement of the judgment may be sustained. Brown v. Walker, 84 Fed. 532. It seems that the affirmance of an interlocutory order or decree for an injunction does not deprive the court below of the power to suspend the injunction temporarily. Edison El. L. Co. v. U. S. El. L. Co., 59 Fed. 501; s. c. (C. C. A.), 52 Fed. 300. Where a party to the appeal desires to file a bill of review after an affirmance, it is the safer practice to have included in the mandate a direction that the appellate court reserves to such party liberty to file in the District Court an application for leave to file a bill of review and to proceed thereon, and on such bill of review in the District Court as the District Court may determine. Watson v. Stevens (C. C. A.), 53 Fed. 31; Smith v. Weeks (C. C. A.), 53 Fed. 758; *supra*, §§ 447, 449. Such permission will not be granted unless the court of appeal has a strong impression that the decree ought to be opened and reviewed by the court below. Novelty Tufting Mach. Co. v. Buser (C. C. A.), 158 Fed. 83. It does not preclude the District Court from denying such an application. Board of Councilmen of City of Frankfort v. Deposit Bank

with directions that further proceedings be had, not inconsistent with the opinion of the appellate court, or a new trial is ordered, the court of first instance has plenary authority to allow amendments,[31] consolidation with another case,[32] and further proof,[33] except in so far as the opinion or mandate specifically forbids. Although the mandate contains no direction for a new trial, it seems that a new trial may be ordered when there is a provision for a procedendo.[34] Upon a new trial, directed

of Frankfort, 120 Fed. 165. It has been said: that ordinarily, the propriety of authorizing a bill of review should be determined by the appellate court; but that if material matters are involved, which have occurred in the court below since the decision of the case, or if there are other sufficient reasons, the court of review may remit the inquiry, in whole or in part, to the court of first instance. Keith v. Alger (C. C. A.), 124 Fed. 32. It is no error, on the execution of the mandate of the inferior court, to permit a third person to become a party and set up rights not embraced in the former decree, when all parties consent thereto. Hawkins v. Blake, 108 U. S. 422, 27 L. ed. 775. See Balt. Bldg. & L. Ass'n v. Alderson (C. C. A.), 99 Fed. 489. Where, pending an appeal, leave to file a supplemental bill was granted, it was held that a mandate of the appellate court ordering a dismissal of the original bill did not affect the supplemental bill. Berliner Gramophone Co. v. Seaman (C. C. A.), 113 Fed. 750; *supra*, § 239.

31 Marine ins. Co. v. Hodgson, 6 Cranch, 206, 3 L. ed. 200; Hawkins v. Cleveland, C., C. & St. L. Ry. Co. (C. C. A.), 99 Fed. 322; C. & A. Potts & Co. v. Creager, 71 Fed. 574; Edwards v. Bates County, 79 Fed. 56; Pennsylvania Steel Co. v. N. Y. City Ry. Co., C. C. A. 198 Fed. 731, 755. *Cf.* No. Pac. R. Co. v. Walker, 148 U. S. 391, 37 L. ed. 494. When the mandate grants leave to both sides to adduce further evidence, leave to file supplemental pleadings may be granted. Rio Grande Dam & Irrigation Co. v. U. S., 215 U. S. 266, 54 L. ed. 190. Where a judgment in favor of defendant on a demurrer has been reversed, the court below may enter judgment overruling the demurrer, and allow the defendant to answer. U. S. v. Boyd, 15 Pet. 187, 10 L. ed. 706. Where a decree is reversed for insufficient allegations of citizenship in the pleadings, the District Court may allow them to be corrected by amendment. Everhart v. Huntsville College, 120 U. S. 223, 30 L. ed. 623.

It was held: that the trial court might correct an error in computing the amount of the judgment; and that a party, whose attorney had induced the mistake, was estopped from objecting that the expiration of the term had deprived the court of jurisdiction to correct the error. *Ex parte* Marks (C. C. A.), 136 Fed. 168.

32 Booth v. U. S., C. C. A., 154 Fed. 836.

33 C. & A. Potts & Co. v. Creager, 71 Fed. 574.

34 Steinman v. U. S., C. C. A., 185 Fed. 47; Western Bank Note & En-

by the court of review, the trial court may direct judgment upon the pleadings.[35] "Ordinarily the mandate of this court requiring the enforcement of a judgment of the trial court must be specially obeyed, but when new rights have intervened after the original judgment and pending an appeal, like, for example, accord and satisfaction, payment of the judgment debt, adjudication in bankruptcy, and discharge of the debtor from the judgment debt, such rights, if of equitable cognizance, not only justify, but require, the trial court to afford relief, either by bill in equity, or, possibly, by motion to stay the enforcement of the judgment itself, if the same is necessary to prevent irreparable injury. This is not only true under general principles of equity, but is recognized in the language of the mandate involved in this case, wherein the trial court is directed to take such proceedings 'as according to right and justice and the laws of the United States ought to be had.' Such a mandate certainly cannot stand in the way of affording relief of an equitable character."[36] The mandate must be interpreted according to its subject-matter, and the decree of the court below as well as that of the appellate court may be taken into consideration in the interpretation thereof.[37]

graving Co. v. Slentz, C. C. A., 188 Fed. 57. For the effect of a *procedendo*, Exchange Mutual Life Ins. Co. v. Warsaw-Wilkinson Co., C. C. A., 185 Fed. 487. Under such a direction, the court denied a motion by the plaintiff for a dismisal without prejudice and ordered an absolute dismissal. U. S. v. Lehigh Valley R. Co., 176 Fed. 1015; Hawkins v. Cleveland, C., C. & St. L. Ry. Co., C. C. A., 99 Fed. 322.

[35] Dodge v. U. S., C. C. A., 131 Fed. 849. An order for a new trial, because of an error in refusing a motion to direct a verdict in favor of the defendant, does not entitle him to such a direction upon a second trial, when the evidence is substantially different. Denver & R. G. R. Co. v. Arrighi, C. C. A., 141 Fed. 67. For a patent case, where it was held that the new evidence did not justify the court in refusing to direct a verdict in favor of the defendant, see Cramer v. Singer Mfg. Co., C. C. A., 147 Fed. 917. Where a judgment upon a directed verdict was reversed, because the quesetion of fact should have been submitted to the jury, it was held that the trial court could not set aside a verdict for the same party, found by the jury, upon a subsequent trial, on substantially the same evidence. Philadelphia v. Atlantic & P. Tel. Co., 127 Fed. 370. See Toledo, St. L. & W. R. Co. v. Reardon, C. C. A., 159 Fed. 366.

[36] U. S. ex rel. Strictley v. Marshall, C. C. A., 122 Fed. 428, 430, per Adams, D. J.

[37] Mitchell v. U S., 15 Pet. 52, 10 L. ed. 658; Story v. Livingston,

Where the inferior court of the United States refuses to obey the mandate of the Supreme Court or of the Circuit Court of Appeals, the appellate court may compel a compliance by a mandamus or other appropriate writ.[38] The writ may be addressed to the Circuit Court of Appeals, if that has issued a mandamus to the District Court giving erroneous instructions concerning the obedience to the mandate of the Supreme Court.[39] It has been held that, upon the return to the application for a mandamus, the court, if it has the whole record before it, may treat the proceeding as if it were taken on a writ of error and decide the whole case without compelling a second writ of error;[40] or the error may be corrected by a second appeal or

13 Pet. 359, 10 L. ed. 200; Mackall v. Richards, 116 U. S. 45, 29 L. ed. 558. Where the Supreme Court had reversed a decree of the Circuit Court upon the ground that there was no equitable jurisdiction, a decree dismissing the bill absolutely was reversed upon a second appeal, with directions to enter a decree dismissing the bill without prejudice. Rogers v. Durant, 106 U. S. 644, 27 L. ed. 303. It was held at circuit that where the mandate directed the dismissal of a bill the Circuit Court had power to enter a decree dismissing an amended bill. Campbell v. James, 31 Fed. 525; that where the mandate directed the reversal of a judgment with costs in the Supreme Court to the plaintiff in error, the defendant below, and that judgment be entered for the defendant in error, the plaintiff below, for a less sum than that allowed him by the former judgment, the Circuit Court might also allow the plaintiff below the costs of the case in the Circuit Court, Bartels v. Redfield, 47 Fed. 708; that where an appeal had been dismissed, and the mandate directed the court below to take such proceediings as might be according to right and justice, the said appeal notwithstanding, such court might proceed as if no appeal had been taken, and the time for an appeal specified in the decree had expired, The Sydney, 47 Fed. 260; and that if there was any error in a decree of a Circuit Court dismissing a bill on mandate from the Supreme Court, it could only be corrected at the term if its entry, or by proceedings for review under the rules or on appeal, not by motion at a subsequent term, Campbell v. James, 31 Fed. 525.

38 Sibbald v. U. S., 12 Pet. 488, 9 L. ed. 1167; Gaines v. Rugg, 148 U. S. 228, 37 L. ed. 432; City Bank of Fort Worth v. Hunter, 152 U. S. 512, 38 L. ed. 534; *supra*, § 457; No. Al. Dev. Co. v. Orman, C. C. A., 71 Fed. 764; L. Bucki & Son Lumber Co. v. Atlantic Lumber Co., C. C. A., 128 Fed. 332. But see *Re* Humes, 149 U. S. 192, 37 L. ed. 698; *supra*, § 713.

39 *Ex parte* First National Bank of Chicago, 207 U. S. 61, 52 L. ed. 103; reversing s. c., C. C. A., 146 Fed. 742.

40 L. Bucki & Son Lumber Co. v. Atlantic Lumber Co., C. C. A., 128 Fed. 332.

writ of error.[41] Where a State court refuses to obey the mandate of the Supreme Court of the United States, the Supreme Court has power to award execution in the case.[42] The practice is, when a State court refuses to obey the mandate of the Supreme Court of the United States, to sue out a second writ of error.[43] Upon such second writ of error, when the cause has been remanded after final judgment, nothing is brought up for review except the proceedings of the State court subsequent to the mandate.[44] In the Supreme Court "mandates shall issue, as of course, after the expiration of thirty days from the day the judgment or decree is entered, unless the time is enlarged by

41 Rogers v. Durant, 106 U. S. 644, 27 L. ed. 303; Nashua & L. Corp. v. Boston & L. R. Corp., 51 Fed. 929, 931. This is the more usual remedy; *infra*, § 713.

42 U. S. R. S., § 709.

43 Martin v. Hunter, 1 Wheat. 304, 4 L. ed. 97; Roberts v. Cooper, 20 How. 467, 15 L. ed. 969; Tyler v. Maguire, 17 Wall. 253, 21 L. ed. 576. Where the trial court, after a reversal, construed the statute in accordance with the opinion of the Supreme Court of the United States, there was no reversal because the remittitur from the State court, to which the mandate was sent, did not specifically direct that further proceedings be had in accordance with such opinion. Schlemmer v. Buffalo, Rochester & Pittsburg Ry. Co., 220 U. S. 590, 55 L. ed. 596.

44 Sizer v. Many, 16 How. 98, 14 L. ed. 861; Corning v. Troy I & N. Factory, 15 How. 451, 466, 14 L. ed. 768, 774; Himely v. Rose, 5 Cranch, 513, 3 L. ed. 111; Martin v. Hunter, 1 Wheat. 304, 355, 4 L. ed. 97, 110; Roberts v. Cooper, 20 How. 467, 15 L. ed. 969; Tyler v. Magwire, 17 Wall. 253, 284, 21 L. ed. 576, 583. to a State court, the Supreme Court In one case, upon such a second writ entered a final decree, and issued a writ of possession to carry the same into effect. Tyler v. Magwire, 17 Wall. 253, 292, 21 L. ed. 576. 586. The Supreme Court in another case, without a second writ of error, recalled its mandate, entered judgment, and awarded execution. Williams v. Bruffy, 102 U. S. 248, 26 L. ed. 135. The Supreme Court denied a motion that it should take action to cause the judgment of a State court to be reversed in accordance with a mandate of the Supreme Court previously issued, directing such reversal; where the petition alleged that the petitioner had placed the mandate in the hands of the presiding justice of the highest court of the State, and prayed that such proceedings might be taken as would cause the judgment of the inferior State court to be reversed, and that the highest court of the State had taken no action in the matter, and the judgment of the inferior court remanded in full force and unreversed, but there were no other allegations showing that the petitioner had ever applied to the highest court of a State to carry the mandate of the Supreme Court into effect. In *re* Royall, 125 U. S. 696, 31 L. ed. 855.

order of the court, or of a justice thereof when the court is not in session, but during the term."[45]

§ 713. Second writ of error or appeal. A second appeal or writ of error may be taken when the first appeal or writ of error has been dismissed for a defect in form or failure to perfect the same, and the original time to appeal or bring error has not expired.[1] When a writ of error has been dismissed, because the Supreme Court decided that on the record before it the value of the matter in dispute was less than the jurisdictional amount, a second writ of error on further proof of value is not a writ of right.[2] After a decision upon an appeal or a writ of error, a second appeal or writ of error will lie to bring up proceedings subsequent to the mandate, and not settled by the terms of the mandate itself.[3] After the final decree or judgment of the court below upon the mandate of an appellate court, the proceedings may be reviewed by appeal or writ of error in case it is claimed that the mandate has not been obeyed.[4] When a mandate has been sent down upon a prior writ of error or appeal, no second appeal or writ of error can be sustained, until the court below has made its final judgment or decree in the case.[5] A second appeal or writ of error will be dismissed if it

[45] S. C. Rule 39.

§ 713. [1] Yeaton v. Lenox, 8 Pet. 123, 8 L. ed. 889; Edmondson v. Bloomshire, 7 Wall. 306, 19 L. ed. 91; The Virginia v. West, 19 How. 182, 15 L. ed. 594; The Palmyra, 12 Wheat. 1, 6 L. ed. 531.

[2] Red River Cattle Co. v. Needham, 47 Fed. 358. A decision of the Supreme Court upon a certificate of division of opinion, under the former practice, did not preclude a subsequent writ of error to the final judgment below. Ogle v. Lee, 2 Cranch, 33, 2 L. ed. 199.

[3] Hinckley v. Morton, 103 U. S. 764, 26 L. ed. 458; Mackall v. Richards, 112 U. S. 369, 28 L. ed. 737; Alaska Treadwell Gold Min. Co. v. Cheney, C. C. A., 148 Fed. 808; Grotty v. Chicago Great Western Ry. Co., C. C. A., 169 Fed. 593; Beiseker v. Moore, C. C. A., 174 Fed. 368; Williams v. Am. Ass'n, C. C. A., 197 Fed. 500. See U. S. v. Carter, C. C. A. 192 Fed. 311; Great Northern Ry. Co. v. Western Union Tel. Co., C. C. A., 174 Fed. 321.

[4] Perkins v. Fourniquet, 14 How. 328, 14 L. ed. 441; Martin v. Hunter, 1 Wheat. 304, 4 L. ed. 97; Roberts v. Cooper, 20 How. 467, 15 L. ed. 969; Cook v. Burnley, 11 Wall. 659, 20 L. ed. 29; Tyler v. Magwire, 17 Wall. 253, 21 L. ed. 576; Great Northern Ry. Co. v. Western Union Tel. Co., C. C. A., 174 Fed. 321.

[5] U. S. v. Fossatt, 21 How. 445, 16 L. ed. 186; U. S. v. Fremont, 18 How. 30, 15 L. ed. 302.

appears that the decree below was entered in exact accordance with the mandate, and that no subsequent proceedings have been taken,[6] although the propriety of the taxation of costs, as between party and party, is sought to be reviewed.[7]

Upon a second writ of error or appeal, taken by the same party, when the facts are unchanged, the law of the case first declared remains the law and must be followed,[8] although not

[6] Mackall v. Richards, 116 U. S. 45, 29 L. ed. 558; Stewart v. Salamon, 97 U. S. 361, 24 L. ed. 1044; Humphrey v. Baker, 103 U. S. 736, 26 L. ed. 456. See Walden v. Bodley's Heirs, 9 How. 34, 48, 13 L. ed. 36, 41; U. S. v. N. Y. Indians, 173 U. S. 464, 43 L. ed. 769; Tyler v. Last Chance Mine, C. C. A., 97 Fed. 394; *Re* Pike, C. C. A., 76 Fed. 400; Gregory v. Pike, C. C. A., 77 Fed. 241; Minnesota Moline Plow Co. v Dowagiac Mfg. Co., C. C. A., 126 Fed. 746; Wright v. Gorman-Wright Co., C. C. A., 152 Fed. 408; Singer Mfg. Co. v. Adams, C. C. A., 185 Fed. 768. Even when the mandate was from the Circuit Court of Appeals and the case is one in which an appeal lies from the decision of that court to the Supreme Court. Merrill v. National Bank, C. C. A., 78 Fed. 208; s. c. 173 U. S. 131, 43 L. ed. 640. A Circuit Court of Appeals cannot ordinarily review the proceediings in a District Court in obedience to the mandate of the Supreme Court. Texas & Pac. Ry. Co. v. Anderson, 149 U. S. 237, 37 L. ed. 717. A recall of the mandate sent by the Circuit Court of Appeals to the District Court is not required as a prerequisite condition or in aid of an appeal to the Supreme Court in a case where the decision of the Circuit Court of Appeals is not final; since the transcript of the record remains in the Circuit Court of Appeals. Ritter v. Mutual L. I. Co., C. C. A., 72 Fed. 567. *Cf.* Merrill v. Nat. Bank of Jacksonville, 173 U. S. 131, 43 L. ed. 640; s. c. as Merrill v. First Nat. Bank, C. C. A., 75 Fed. 148.

[7] Wright v. Gorman-Wright Co., C. C. A., 152 Fed. 408.

[8] Johnson v. Jones, 1 Black, 209, 17 L. ed. 117; Mathews v. Columbia Nat. Bank, C. C. A., 100 Fed. 393; Thatcher v. Gottlieb, C. C. A., 51 Fed. 373; Florida Cent. & P. R. Co. v. Cutting, C. C. A., 68 Fed. 586; Oregon R. R. & Nav. Co. v. Balfour, C. C. A., 90 Fed. 295; Patton v. Texas & P. Ry. Co. C. C. A., 95 Fed. 244; Standard Sewing Mach. Co. v. Leslie, C. C. A., 118 Fed. 557; The Fayer-weather Will Cases, 118 Fed. 943; Gilbert v. American Surety Co., C. C. A., 61 L. R. A. 253, 121 Fed. 499; Montgomery County v. Cochran, C. C. A., 126 Fed. 456; Empire State-Idaho Mining & Developing Co. v. Hanley, C. C. A., 136 Fed. 99; Smith v. Day, 136 Fed. 964; Mutual Reserve Fund Life Ass'n v. Ferrenbach (C. C. A.), 7 L.R.A. (N.S.) 1163, 144 Fed. 342; Cramer v. Singer Mfg. Co. (C. C. A.), 147 Fed. 917; Burns v. Cooper (C. C. A.), 153 Fed. 148; *Re* Waterloo Organ Co. (C. C. A.), 154 Fed. 657; Anderson v. Messenger (C. C. A.) 158 Fed. 250; Toledo, St. L. & W. R. Co. v. Reardon, C. C. A. 159 Fed. 366; Good v. Central Coal & Coke Co., C. C. A. 170 Fed.

recited in the mandate;[9] unless there has been an intervening decision of a higher court or in case of a State statute of a State

116; Great Northern Ry. Co. v. Western Union Tel. Co., C. C. A. 174 Fed. 321; Nat. Surety Co. v. Kansas City Hydraulic Press Brick Co., C. C. A. 182 Fed. 54; Columbia Chemical Co. v. Duff, C. C. A. 184 Fed. 876, the construction of a written contract; Toledo, St. L. & W. R. Co. v. Sellers, C. C. A. 184 Fed. 885; St. Louis & S. F. R. Co. v. Cundieff, C. C. A. 184 Fed. 891; Baldwin v. Chicago, R. I. & P. Ry. Co., C. C. A. 192 Fed. 554; U. S. v. Axman, C. C. A. 193 Fed. 644; St. Louis & S. F. R. Co. v. Herr, C. C. A. 193 Fed. 950; Simon v. Southern Ry. Co., C. C. A. 195 Fed. 56, where the Circuit Court of Appeals held itself bound by the former decision of the Supreme Court as to the jurisdiction. This is the case although the first appeal was from an interlocutory decree, Brown v. Lanyon Zinc Co., C. C. A. 179 Fed. 309; and also a new trial was directed, but in such a case the rule is confined to questions actually discussed and decided by the opinion, E. E. Taenzer & Co. v. Chicago, R. I. & P. Ry. Co., C. C. A. 191 Fed. 543. Where the decision is based upon two grounds, either of which is sufficient to sustain it, neither is *obiter*. Union Pac. R. R. Co. v. Mason City R. R. Co., 222 U. S. 237, 56 L. ed. 180; Ontario Land Co. v. Wilfong, 223 U. S. 543, 56 L. ed. 544; Florida Central R. R. Co. v. Schutte, 103 U. S. 118, 26 L. ed. 327. This is not true of all the dicta in the opinion. Barney v. Winona & St. P. R. Co., 117 U. S. 228, 29 L. ed. 858; The E. A. Packer (C. C. A.), 58 Fed. 251. Nor is the decision conclusive upon points which might have been but were not then raised. Balch v. Haas (C. C. A.), 73 Fed. 974; *Ex parte* Union Steamboat Co., 178 U. S. 317, 44 L. ed. 1084. A *Per Curiam* affirmance with no opinion means only that the decree on the facts proved in the record is correct. John Deere Plow Co. v. Anderson, C. C. A., 174 Fed. 815. A denial by the Supreme Court of a writ of *certiorari* is not equivalent to an affirmance. Anderson v. Moyer, 193 Fed. 499. Where the Circuit Court of Appeals upon a writ of error, taken by the defendant, affirmed a judgment in favor of the plaintiff, and subsequently, upon a cross-writ sued out by the plaintiff, reversed the same upon different questions and ordered a new trial; it was held: that, although the effect of the latter decision was to reverse the former, the opinions filed upon the two hearings, which had not been withdrawn, constituted the law of the case; and that the questions therein determined would not be reconsidered upon a writ of error from a second judgment. Montana Min. Co. v. St. Louis Min. & Mill. Co. (C. C. A.), 147 Fed. 897.

9 Empire State-Idaho Mining & Developing Co. v. Henley (C. C. A.), 136 Fed. 99; and authorities cited in preceding note. When the mandate directs further proceedings in accordance with the opinion of the court, such opinion is in effect therein incorporated. Metropolitan Water Co. v. Kaw Valley Drainage District, 223 U. S. 519, 56 L. ed. 533.

court upon the subject inconsistent with the former rulings;[10] but, upon a second appeal, the Supreme Court is not bound by the decision of an appellate court below.[11] It was formerly held that an intermediate Court of Appeals, upon a second appeal, should not follow the intervening decision of a higher court between different parties inconsistent with the former rulings.[12] Where the Circuit Court of Appeals has dismissed the case for want of jurisdiction,[13] or reversed a decree of the District Court directing such a dismissal,[14] the District Court cannot certify that question to the Supreme Court of the United States. It has been said that where the question of jurisdiction was not presented upon the former writ of error, it did not prevent a reversal upon that ground after a second trial.[15] Where new evidence or new pleadings have presented new questions subsequent to the mandate, they will be considered upon a subsequent appeal.[16] But, it has been held that the decision of an intermediate Court of Appeals upon a former appeal, which could not have been brought up for further review, does not bind a higher court upon a review of the whole case on appeal from the final order.[17] It has been held that the rulings by the appellate court are not *res adjudicata* in another suit, when the first case has been dismissed for want of prosecution.[18] Upon a second writ of error or appeal, taken by another party, the rulings upon the first trial may be reviewed, notwithstanding the fact that judgment was directed

[10] Messenger v. Anderson, 225 U. S. 436, 56 L. ed. 1152, reversing C. C. A. 171 Fed. 785.

[11] Zeckendorf v. Steinfeld, 225 U. S. 445, 56 L. ed. 1156.

[12] District of Columbia v. Brewer, Court of Appeals D. C. January 5, 1909, 37 Wash. L. Rep. 65. See Ogle v. Turpin, 8 Ill. App. 453, Harv. Law Rev., xxii, 438. But see Hastings v. Foxworthy, 45 Neb. 676, 34 L.R.A. 321; Smith v. Neufeld, 61 Neb. 699.

[13] Metropolitan Water Co. v. Kaw Valley Drainage District, 223 U. S. 519, 56 L. ed. 533.

[14] Brown v. Alton Water Co., 222 U. S. 325, 56 L. ed. 221.

[15] *Ex parte* Harlan, 180 Fed. 119.

[16] Alaska-Treadwell Gold Min. Co. v. Cheney, C. C. A. 162 Fed. 593; Crotty v. Chicago Great Western Ry. Co., C. C. A. 169 Fed. 593; Beiseker v. Moore, C. C. A. 174 Fed. 368; Williams v. Am. Ass'n., C. C. A. 197 Fed. 500.

[17] Buster v. Wright (C. C. A.), 135 Fed. 947.

[18] Gilbert v. American Surety Co. (C. C. A.), 61 L.R.A. 253, 121 Fed. 499; *supra*, § 186.

against him in the mandate upon the first writ of error or appeal.[19]

Upon a second writ of error or appeal, subsequent to a mandate, no inquiry into the merits of the original judgment or decree, nor into any question before the appellate court on the first writ of error or appeal, can be considered.[20] Upon a second appeal in a prize cause, no interest can be decreed which was not claimed upon the original hearing or upon the original appeal.[21] Where the mandate of the appellate court on the original appeal was that the damages be divided, and the respondent then claimed no damages, he cannot make such claim for the first time in the appellate court on a second appeal.[22]

A motion to extend the time for returning an appeal previously granted, and an order granting such motion, cannot be considered as a second appeal.[23] After a dismissal of one appeal no second appeal can be docketed until after an allowance thereof.[24] Proceedings by representatives of a deceased appellant to become parties to the appeal do not constitute a new appeal.[25] A second writ of error taken after the death of the original plaintiff in error is void; the action must first be revived in the court below, and the writ of error must then issue in the name of the representative of the original plaintiff in

The court of review may award a *supersedeas* upon a second eror.[26]

[19] Guarantee Co. v. Pheonix Ins. Co. (C. C. A.), 124 Fed. 170.

[20] Cook v. Burnley, 11 Wall. 659, 20 L. ed. 29; The Santa Maria, 10 Wheat. 431, 6 L. ed. 359; Washington Br. Co. v. Stewart, 3 How. 413, 11 L. ed. 658; Sizer v. Many, 16 How. 98, 14 L. ed. 861; Roberts v. Cooper, 20 How. 467, 15 L. ed. 969; Tyler v. Magwire, 17 Wall. 253, 21 L. ed. 576; Supervisors v. Kennicott, 94 U. S. 498, 24 L. ed. 260; The Lady Pike, 96 U. S. 461, 24 L. ed. 672; Ames v. Quimby, 106 U. S. 342, 27 L. ed. 100; Clark v. Keith, id. 464, 27 L. ed. 302; U. S. v. The Nuestra Senora De Regla, 108 U. S. 92, 27 L. ed. 662; Chaffin v. Taylor, 116 U. S. 567, 29 L. ed. 727.

[21] Thompson v. Maxwell L. G. & Ry. Co., 168 U. S. 451, 42 L. ed. 539; Ala. G. S. R. Co. v. Carroll (C. C. A.), 84 Fed. 772; The Santa Maria, 10 Wheat. 431, 6 L. ed. 359, 359.

[22] The Sapphire, 18 Wall. 51, 21 L. ed. 814.

[23] U. S. v. Curry, 6 How. 106, 12 L. ed. 363.

[24] Rogers v. Law, 21 How. 526, 18 L. ed. 835.

[25] Edmonson v. Bloomshire, 7 Wall. 306, 19 L. ed. 91.

[26] McClane v. Boon, 6 Wall. 244, 98 L. ed. 835.

writ of error[27] or appeal;[28] but not ordinarily in a case where a prior writ of error has been dismissed, unless it appears that the first writ of error was accompanied by a *supersedeas* duly obtained in the court below, and perhaps not then unless it appears that the dismissal of the first writ was not due to the neglect or fault of the plaintiff in error.[29]

27 Hardeman v. Anderson, 4 How. 640. 11 L. ed. 1138.

28 Southern Bldg. & Loan Ass'n v. Carey, 117 Fed. 325, 329.

29 Hogan v. Ross, 11 How. 294, 13 L. ed. 702; Hardeman v. Anderson, 4 How. 640, 11 L. ed. 1138.

APPENDIX.

I.

FORMS.

The following forms have been selected and copied almost *verbatim* from precedents which have been actually used in the courts, most of them in cases in which the author was counsel. The author has inserted them by the advice of the publisher and other friends, in the hope that they may be of some use to the profession; but he disclaims all responsibility for their correctness. The alterations of the originals are noted in brackets.

FORMS IN CIVIL CASES AT COMMON LAW AND IN EQUITY.

FORM I.—BILL IN EQUITY IN PATENT CASE.

[District] Court of the United States, Southern District of New York.

THE WESTERN LOOM COMPANY *against* ELIAS S. HIGGINS, HENRY M. BROOKS, and EUGENE HIGGINS, doing business under the name and style of ELIAS S. HIGGINS & Co.	}

To the Honorable the Judges of the [District] Court of the United States in and for the Southern District of New York:

The Webster Loom Company, a corporation organized under and pursuant to the laws of the State of New York, and having its principal place of business in the City of New York in said State, brings this its bill of complaint against Elias S. Higgins, Henry M. Brooks, and Eugene Higgins, all of the City, County, and State of New York, and citizens of said State, and doing business under the name and style of Elias S. Higgins & Company.

And, thereupon, your orator complains and says that heretofore and before the 27th day of August, 1872, one William Webster, then of Morrisania, in the State of New York, was the original and first inventor of a certain new and useful improvement in looms for weaving pile fabrics not known or used by others in this country, and not patented or described in any printed publication in this or any foreign country, before his in-

vention or discovery thereof, and not in public use or on sale for more than two years prior to his application for a patent therefor.

And your orator further shows unto your Honors that the said William Webster, so being the inventor of said improvement, made application to the Commissioner of Patents, in accordance with the then existing laws of the United States, and complied in all respects with the conditions and requirements of said laws.

And, thereafter, on the 27th day of August, 1872, Letters Patent of the United States numbered No. 130,961, signed, sealed and executed in due form of law, and bearing date the day and year last aforesaid, were issued to said William Webster, whereby there was secured to him and to his heirs and assigns for the term of seventeen years from the 27th day of August, 1872, the full and exclusive right of making, using and vending the said improvement throughout the United States and the Territories thereof, as by a certified copy of said Letters Patent, in Court to be produced, will more fully appear.

And your orator further shows, that by an instrument in writing, bearing date the first day of October, 1872, the said William Webster duly assigned, transferred and set over unto himself, jointly with Cornelius M. Meserole and William G. Smith, all his the said Webster's right, title and interest in and to said Letters Patent and the invention thereby secured, which said assignment was duly recorded on the —— day of ——, 18——, in the Patent Office of the United States, in Liber ——, as by said assignment, with the certificate of recording thereto affixed, or a duly certified copy of said assignment, in Court to be produced, will more fully and at large appear.

And your orator further shows, that by an instrument in writing, bearing date the 20th day of October, 1873, the said Webster, Meserole and Smith duly assigned, transferred and set over unto your orator all their, and each of their right, title and interest in and to said Letters Patent and the invention thereby secured, which said assignment was duly recorded on the —— day of ——, 18——, in the Patent Office of the United States in Liber ——, as by said assignment, with the certificate of recording thereto affixed, or a duly certified copy of said assignment, in Court to be produced, will more fully and at large appear.

And your orator further shows, that thereafter, to wit, on or about the 26th day of May, 1874, the said Webster individually, and the said Webster, Meserole and Smith, sold, assigned, transferred and set over unto your orator all and every right and cause of action which they the said Webster, Meserole and Smith might have, jointly or severally, against any person, firm or corporation arising out of the infringement of the said Letters Patent, and your orator by means of said assignments became vested with the right to recover such damages and profits as the said Webster, Meserole and Smith were jointly or severally entitled to recover since the said date of the said patent and prior to the assignment thereof by the said Webster, Meserole and Smith to your orator on or about the 20th day of October, 1873.

And your orator further shows that by virtue of the assignments aforesaid your orator became and now is the sole and exclusive owner of said

Letters Patent and of the invention and improvement therein described and claimed and of all rights secured by said Letters Patent since the date thereof, and is entitled to be protected in the enjoyment of the same.

And your orator further shows upon information and belief, that prior to the assignment of the said Letters Patent to your orator, the said Webster, Meserole and Smith recovered a decree upon said Letters Patent in a suit in the [District] Court of the United States for the District of New Jersey against the New Brunswick Carpet Company; and also commenced a suit upon said Letters Patent in the [District] Court of the United States for the District of Massachusetts against the firm of Gilbert and Taft, by whom the looms used by the New Brunswick Carpet Company were constructed at Worcester, Massachusetts, and in which said last named suit the defendants by their counsel consented to a decree restraining the construction of further looms of the kind made and sold by the said Gilbert and Taft to the New Brunswick Carpet Company; and on the 27th day of April, 1874, recovered a decree upon said Letters Patent against one John Cochrane, Jr., in the [District] Court of the United States for the District of Massachusetts, who was also using looms constructed by the said Gilbert and Taft. That on or about the first day of June, 1874, a suit was commenced in the [District] Court of the United States for the Southern District of New York, against Elias S. Higgins and Nathaniel D. Higgins for the infringement of said Letters Patent. That at the October Term of said Court in the year 1878, a decision was rendered in said suit by the Honorable Hoyt H. Wheeler, denying the relief prayed for in said suit and directing that a decree be entered dismissing the Bill of Complaint with costs.

That said decree was duly entered and an appeal was duly taken to the Supreme Court of the United States.

That said cause came on to be heard at the October term of said Supreme Court in the year 1881, and a decision was rendered sustaining the validity of said Letters Patent and adjudging the infringement of said Letters Patent by the said defendants Elias S. Higgins and Nathaniel D. Higgins, and directing that the decree of the said [District] Court be reversed and the cause remanded with instructions to enter a decree in favor of the complainants and to take such further proceedings as law and justice might require.

That thereafter a decree against said defendants was duly entered in said [District] Court for the Southern District of New York in conformity with the mandate of the said Supreme Court.

All of which matters and things will more fully and at large appear by reference to said decisions and decrees, or duly authenticated copies thereof here in Court to be produced, to which your orator craves leave to refer.

And your orator further shows that but for the infringement herein complained of, and other of like character, your orator would still be in the undisturbed possession, use and enjoyment of the exclusive privilege secured by the said Letters Patent, and in receipt of the profits of the same.

And your orator further shows unto your Honors, as it is informed and believes, that since the date of said Letters Patent, the defendants herein named, well knowing all the facts hereinbefore set forth, and against the will of your orator, and in violation of your orator's rights,

have been and are now jointly infringing said Letters Patent within the District aforesaid, and elsewhere within the United States, by constructing or causing to be constructed, and by using and causing to be used, looms for weaving pile fabrics, each of which contains the invention described and claimed in the said Letters Patent, all of which acts and doings are contrary to equity and good conscience, and tend to the manifest injury of your orator in the premises.

Forasmuch as your orator can have no adequate relief, except in this court, and to the end, therefore, that the defendants may, if they can, show why your orator should not have the relief hereby prayed, and may make a full disclosure and discovery of all the matters aforesaid, and according to the best and utmost of their knowledge, remembrance, information and belief, full, true, direct and perfect answer make to the matters hereinbefore stated and charged; but not under oath, an answer under oath being hereby expressly waived.

And that the defendant may be decreed to account for and pay over the income or profits thus unlawfully derived from the violation of your orator's rights, and be restrained from any further violation of said rights, your orator prays that your Honors may grant a writ of injunction, issuing out of and under the seal of this Honorable Court, perpetually enjoining and restraining the said defendants, their clerks, attorneys, agents, servants and workmen from ay further construction, sale or use in any manner of said patent improvement, or any part thereof, in violation of your orator's rights as aforesaid, and that the material now in possession or use of the said defendants may be destroyed or delivered up to your orator for that purpose.

And that your Honors, upon the rendering of the decrees above prayed, may assess or cause to be assessed, in addition to the profits to be accounted for by the defendants as aforesaid, the damages your orator has sustained by reason of such infrengement, and that your Honors may increase the actual damages so assessed to a sum equal to three times the amount of such assessment under the circumstances of the wilful and unjust infringement by said defendants as herein set forth.

And your orator further prays that a provisional or preliminary injunction be issued restraining the said defendants from any further infringement of said Letters Patent pending this cause, and for such other and further relief as the equity of the case may require, and to your Honors may seem meet.

May it please your Honors to grant unto your orator, not only a writ of injunction conformable to the prayer of this bill, but also a writ of subpena of the United States of America, directed to the said Elias S. Higgins, Henry M. Brooks, and Eugene Higgins, commanding them on a day certain to appear and answer unto this bill of complaint, and to abide and perform such order and decree in the premises as to the Court shall deem proper and required by the principles of equity and good conscience.

BROWN & JONES,
Solicitors for Complainant and of Counsel.
WEBSTER LOOM COMPANY,
by WM. G. SMITH, President.

UNITED STATES OF AMERICA, }
Southern District of New York. } ss.

On this 19th day of August, 1889, before me personally appeared Wm. G. Smith, the President of the Webster Loom Company, the complainant above named, who being by me duly affirmed, deposes and says, that he is the President of the Webster Loom Company and familiar with its business, and that he has read the foregoing bill of complaint, and knows the contents thereof, and that the same is true of his own knowledge, except as to the matters therein stated on information and belief, and as to those matters he believes it to be true.

WM. G. SMITH.

Affirmed and subscribed before me, this 19th day of August, 1889.
[SEAL.] ANTHONY GREF, Notary Public, Kings County.
Certificate filed in N. Y. Co.[1]

FORM II.—MODERN BILL IN EQUITY IN PATENT CASE.

[Approved in 205 Fed. 158. Whether such a form would be approved by another court cannot be foretold. *Cf.* Maxwell S. V. Co. v. Nat. Casket Co., 205 Fed. 515. As to counter-claims in such cases, see Terry S. T. Co. v. B. F. Sturtevant Co. 204 Fed. 103; William Pat. C. & P. Co. v. Kinsey Mfg. Co., 205 Fed. 375.]

IN THE DISTRICT COURT OF THE UNITED STATES FOR THE EASTERN DISTRICT OF MICHIGAN SOUTHERN DIVISION.

IN EQUITY.

THE ZENITH CARBURETER COMPANY,
AND
SOCIETE DU CARBURATEUR ZENITH,
Complainants,
vs.
STROMBERG MOTOR DEVICES CO.,
Defendant.
} No. 1.

To the Honorable the Judges of the District Court of the United States for the Eastern District of Michigan Southern Division in Equity.

The Zenith Carbureter Company, a corporation organized and existing under and by virtue of the laws of the State of Michigan, and having its principal office for the transaction of business in the City of Detroit, Wayne County, Michigan, and Societe Du Carburateur Zenith, a corporation of the Republic of France, having its principal office in the City of Lyon, France, bring this their bill of complaint against Stromberg Motor Devices Company, a corporation of the State of Illinois, having its principal office in the City of Chicago, Cook County, Illinois, and a branch office within the Southern Division of the Eastern District of Michigan, to-wit at number 463-465 Woodward Avenue, in the City of Detroit, Wayne County, Michigan, and thereupon your orators complain and say:

1. That Letters Patent of the United States number 907,953 were issued, on the 29th day of December, 1908, to Francois Baverey of Oullins, Rhone

Department, Republic of France, his heirs and assigns for certain new and useful improvements in Carbureter for Explosive Engines, whereby there was granted to him, the said Francois Baverey, his heirs and assigns, the exclusive right to make, use, and vend the invention set forth, described and claimed therein, for the term of seventeen (17) years from said 29th day of December, 1908, throughout the United States and the territories thereof; that on or about the 20th day of August, 1910, said Francois Baverey did, by instrument in writing, thereafter duly recorded, and for a valuable consideration to him in hand paid, sell, assign and transfer his entire right, title and interest in and to said Letters Patent number 907,953, for the entire remaining term thereof to your orator, Societe Du Carburateur Zenith, a corporation of the French Republic, having its principal office at Lyon, France; and that thereafter, to wit, on or about the 10th day of July, 1912, said Societe Du Carburateur Zenith did by instrument in writing, and for a valuable consideration to it in hand paid, granted unto your orator, The Zenith Carbureter Company, an exclusive license to make, use, and vend carbureters of the type set forth, described and claimed in said Letters Patent number 907,953, for their full remaining term, throughout the United States and the territories thereof, together with all privileges and rights of action as may have accused thereunder subsequent to the first day of July, 1911, and previously to the date thereof. A printed copy of the specification and drawings of said Letters Patent number 907,953 is hereunto annexed and made a part of this bill; and profert is hereby made of said instrument of assignment and of said exclusive license hereinabove referred to, or of duly certified copies thereof, to be produced in Court when necessary.

2. That your orator, The Zenith Carbureter Company, was organized under the laws of the State of Michigan on July 3, 1911, and that it at once proceeded to manufacture and place upon the market carbureters of the type set forth, described and claimed in said Letters Patent number 907,953, that it has invested large sums of money in the equipment of a plant for such manufacture, and in advertising and otherwise bringing its products to the favorable attention of prospective buyers and users and has built up a large, lucrative, and expanding business based wholly and entirely on the one type of carbureter characterized by the disclosures of said Letters Patent number 907,953.

3. That said Stromberg Motor Devices Company, well knowing the premises and the rights of your orators, Zenith Carbureter Company, and Societe Du Carburateur Zenith, therein and thereto, with the intent of injuring your orator and to deprive them of the benefits and advantages which might and otherwise could accrue unto them from its rights in and to said Letters Patent number 907,953 as aforesaid, has, since said 1st day of July, 1911, and before the commencement of this suit, unlawfully, and without license or allowance by, and against the will of, your orators, and in infringement of their rights as set forth in and by said Letters Patent number 907,953, committed acts of infringement, to-wit, making, using and selling, and offering and importing into the said Eastern District of Michigan, for use and sale, and preparing, aiding, and encouraging others so to do, within the Southern Division of the Eastern District of

Michigan, and elsewhere in the United States, carbureters for explosive engines constructed in accordance with the disclosures of said Letters Patent 907,953 and embodying the invention and improvements set forth, described and claimed therein, and that said Stromberg Motor Devices Company, is now continuing so to do, and is preparing and threatening so to do in the future, and that said Stromberg Motor Devices Company, though repeatedly advised and warned of your orator's rights in the premises, and requested to abstain from and cease its infringing acts and operations has disregarded such notices and warnings, and has refused to cease its infringing and unauthorized acts, all of which is contrary to equity and good conscience, and in violation of oyur orator's rights, as stated; and that said Stromberg Motor Devices Company, has failed and refused to pay over unto your orators all or any of the profits that have accrued to it in consequence of its unauthorized and infringing acts; and further that but for said Stromberg Motor Devices Company, said unlawful and unauthorized acts, your orators would still be in the undisturbed possession, use, and enjoyment of the exclusive privileges secured to them as owner of, and exclusive licensee under, said Letters Patent number 907,953, and in receipt of the profits accruing therefrom, all of which works great and irreparable injury to your orators and to their rights in the premises.

4. To the end, therefore, that said Stromberg Motor Devices Company may, if it can, show reason why your orators should not have relief, may it please your honors to bring said defendant, Stromberg Motor Devices Company before this Court by process of subpœna, there to make full, true, direct and perfect answer to the several matters and things herein set forth and charged (though not under oath, same being hereby expressly waived), and that it be decreed to account for and pay over to your orators the income and profits thus unlawfully derived, or which might and otherwise would have been accrued by your orators but for the unlawful and unauthorized acts of said Stromberg Motor Devices Company and that said herein above named Stromberg Motor Devices Company be required to produce its full records and accounts of all kinds touching upon and concerning its unlawful and unauthorized acts, for the guidance of the Court in determining the amount justly due to your orators in consequence thereof, and further that said defendant, Stromberg Motor Devices Company may be restrained from any further violation of your orator's rights in the premises, may it please your honors to grant a writ of injunction issuing from and under the seal of this Honorable Court, perpetually enjoining and restraining said Stromberg Motor Devices Company, its officers, employees, attorneys, agents and representatives of every kind and grade, from further manufacture, use or sale, in any manner, or attempts thereat, or offers, negotiations or encouragement theretowards, in violation of your orators' right as aforesaid; and for the further protection of their rights, your orators pray that a provisional or temporary injunction or restraining order be issued, restraining the said stromberg Motor Devices Company, its officers, employees, attorneys, agents and representatives of every kind and grade from any further infringement of said Letters Patent, penting this cause; and it further prays for such

other and further relief as the equities of the case may require and to your honors may seem meet.

And your orators will ever pray, etc.

(Signed) SOCIETE DU CARBURATEUR ZENITH,
By Victor R. Heftler,
President & Treasurer.

(Signed) SOCIETE DU CARBURATEUR ZENITH,
By Victor R. Heftler,
American representative.

(Signed)
WILLIAM M. SWAN,
Solicitor for Complainant,
1010 Ford Building,
Detroit, Michigan.

STATE OF MICHIGAN }
COUNTY OF WAYNE, } SS.

Victor R. Heftler, being first duly sworn, deposes and says that he is President and Treasurer of the Zenith Carbureter Company, one of the complainants in the above entitled cause, and that, though he holds no office in said Societe Du Carburateur Zenith, the French corporation named as the other complainant herein, he is generally and specially authorized to act for it and on its behalf in the commencement of suit by and through the foregoing bill of complaint: that he has read the same, subscribed by him on behalf of each complainant therein named, and knows the contents thereof and that the same is true of his own knowledge except such as are stated on information and belief, and as to those he believes it to be true.

VICTOR R. HEFTLER.

Subscribed and sworn to before me at
Detroit, Wayne County, Michigan,
this 1st day of February, 1913.

(Signed) ENOCH SMITH,
[NOTARIAL SEAL.] Notary Public, Wayne County, Michigan.[1]

[1]The following forms in patent cases are in use in the Chancery Division of the High Court of Justice of England. They have been furnished to the author by the well known patent expert, Dr. George H. Benjamin. Whether they would be approved by the Federal courts is a question not yet decided.

STATEMENT OF CLAIM.

In the High Court of Justice,
Chancery Division.
Between Albert Jones, Plaintiff.
and
William Dickson, Defendant.

1. The defendant has infringed and threatens to infringe the plaintiff's letters patent, No. 36728 of 1907, granted for an invention entitled "IMPROVEMENT IN DRILLING MACHINERY." Particulars of breaches are delivered herewith.

2. The plaintiff claims:—

(1) An injunction to restrain the defendant, his servants and agents, from infringing the said letters patent.

(2) An inquiry as to the damages sustained by the plaintiff by reason of such infringement, or, at the option of the plaintiff, an account of the profits made by the defendant.
(3) That the defendant may be ordered to deliver up forthwith to the plaintiff all articles in his possession or power made in infringement of the said letters patent, or that the said articles may be ordered to be destroyed.
(4) Costs.

PARTICULARS OF BREACHES.

In the High Court of Justice,
Chancery Division.
Between Albert Jones, Plaintiff,
and
William Dickson, Defendant.

The following are the particulars of the breaches complained of in the statement of claim herein:—

1. The defendant on or about the 16th day of February, 1911, at his factory at Lewes, in the County of Sussex, manufactured the drilling machinery which forms the subject-matter of all of the claiming clauses in the specification of the plaintiff's patent.

2. On the 30th day of January, 1912, the defendant sold to John Doe of 60 Chancery Lane, London, a drilling machine manufactured by the defendants which forms the subject-matter of the plaintiff's patent. The plaintiff will rely upon this machine as an instance of the type of the infringement committed by the defendants.

STATEMENT OF DEFENSE.

In the High Court of Justice,
Chancery Division.
Between Albert Jones, Plaintiff,
and
William Dickson, Defendant.

(1) The defendant did not infringe the patent.
(2) The invention was not new.
(3) The plaintiff was not the first or true inventor.
(4) The invention was not useful.
(5) (Denial of any other matter of fact affecting the validity of the patent).
(6) The patent was not assigned to the plaintiff.

PARTICULARS OF OBJECTIONS.

In the High Court of Justice,
Chancery Division.
Between Albert Jones, Plaintiff,
and
William Dickson, Defendant.

Take notice, that the defendant will, on the trial of this cause, rely on the following objections to the validity of the letters patent sued upon:—

(1) The said Albert Jones was not the true and first inventor of the alleged invention. The true and first inventor thereof was Richard Roe of 36 Oxford St., London.

(2) The said alleged invention was not new at the date of the said letters patent. It had been published:

(a) By the public manufacture, sale and use of drilling machines constructed in accordance with the said invention from the year 1899 to the present day at Huddersfield by the defendant, and also by James E. Smith,

at Bolton, Lancs. Machines so manufactured are now in existence and may be inspected by the plaintiff at 17 Oxford Street, London.

(b) By the public manufacture, sale and use of machines constructed in accordance with the said invention from the year 1902 to the year 1905 at Lincoln by William Thompson, of Lincoln. The said articles are no longer in existence. A description and drawings of the said articles are delivered with these particulars.

(c) By the public manufacture, sale and use of machines by means of the patented process at Bolton by John Thomas of Bolton, from the year 1896 until the year 1898. A description of the said process of William Harris, of Bolton. The defendant will endeavor to obtain inspection of the apparatus by the plaintiff.

(d) By the deposit in the Patent Office Library of the following specification of letters patent granted in foreign countries:—

Name.	Date & No.	Country.	Claims of Plaintiffs, specification against which relied on.
Wilson	176,543	U. S. A.	Claims 1, 3 and 7
Johnson	3,478	Germany	Claims 2 and 4

(e) By the publication of the following specifications of British letters patent:

Name	Date & No.	Parts Relied on.	Claims of Plaintiffs, specification against which relied on.
Thomas	17,324/95	p. ps. 5 to 7	Claims 1, 3 and 7
Hancock	21,342/92	p. ps. 3 and 4	Claims 1, 3 and 7

(f) By the deposit in the Library of the British Museums in the year 1897 of a work bearing the title "DRILLS AND DRILLING MACHINERY" by William E. Vassas, and in particular by the passage commencing at p. 76, line 7 and ending at p. 80, l.14.

(3) The said alleged invention was not proper subject-matter for letters patent having regard to the common general knowledge at the date thereof. The defendant will rely upon the specifications set forth under paragraph 2 hereof as part of the common general knowledge of the art.

(4) The said alleged invention was not useful.

(5) The specification is insufficient to enable the invention properly to be carried into effect. The plaintiffs will rely upon the passage of p. 2, l.14 to p. 3, l.3, wherein no sufficient directions are given for causing the cam J to effect the required movement.

(6) The specification gives directions which are misleading and dangerous. If the directions on p. 3, l.12 to p. 3, l.24, are carried out, the machines will not work.

(7) The subject-matter of the said letters patent was the subject-matter of a prior grant of letters patent to William Davis dated January 2d, 1907, and numbered 368 of 1907, which letters patent were and are good and valid.

DECREE.

In the High Court of Justice,
Chancery Division.
1911 C. No. 326.
COLMAN and others v. COOK & CO.

NOTICE is hereby given that on the 6th day of November, 1912, it was ordered

1. That the above-named defendants, Cook & Co., and their servants and agents should be

PERPETUALLY RESTRAINED FROM INFRINGING

the Plaintiff's Letters Patent No. 18778 of the year 1900 and No. 2311 of the year 1903.

2. That an enquiry should be made as to what damages the Plaintiffs had sustained by reason of the Defendants' infringement and that the Defendants should PAY SUCH DAMAGES when ascertained.

3. That the Defendants should forthwith upon oath DELIVER UP to the Plaintiffs or BREAK UP or otherwise RENDER UNFIT FOR USE all knotting machines or parts of knotting machines manufactured or let for hire by or by the use of the Defendants in infringement of the aforesaid Letters Patent which are in the possession, custody or power of the Defendants or their servants or agents.

4. That the Defendants should PAY THE TAXED COSTS of the action.

Plaintiffs' Solicitors.

FORM III.—BILL IN EQUITY IN COPYRIGHT CASE.

[Demurrer overruled except as to the omissions cured by the amendments herein inserted, 119 Fed. 217].

[District] Court of the United States, Southern District of New York, in the Second Circuit.

EDWARD THHOMPSON COMPANY.
against
AMERICAN LAW BOOK COMPANY.
} *In Equity.*

To the Judges of the [District] Court of the United States for the Southern District of New York, in the Second Circuit:

The Edward Thompson Company, a corporation duly organized under the laws of the state of New York, having its principal office and place of business at the village of Northport, Long Island, and a resident and citizen of the state of New York, brings this bill against the American Law Book Company, a corporation duly organized under the laws of the state of New Jersey, having its publication office and place of business and a resident agent in the city of New York, in the southern district of New York.

And thereupon your orator complains and says that your orator is and for thirteen years last past has been a corporation, duly organized, created and established by and under the laws of the state of New York, for the purpose of carrying on the business of making, editing, preparing, publishing, and selling law books, and that during such time it has carried on and still carries on said business at the village of Northport, Long Island, in the state of New York, where it has its principal office and place of business; that the defendant, The American Law Book Company, is and for a year last past has been, a corporation duly organized, created and established by and under the laws of the state of New Jersey, for the same purpose, and that during such time it has carried on and still carries on said business at the city of New York, in the state of New York, where it has its publication office and place of business; and that the defendant, as well as your orator, is, and both of them are, residents and citizens of the United States.

And your orator further alleges and shows that it is, and at the time of the commission of the acts hereinafter complained of was, the author

and proprietor of certain publications known as the American and English Encyclopædia of Law, Second Edition, and the Encyclopædia of Pleading and Practice; that said books were designed to give a complete statement of the law on the subjects touched upon therein, and together with their continuations now in the course of preparation, are designed to cover all American and English substantive law, and the practice and procedure in the courts of the United States, both state and federal, and to form a complete and practical working library for the members of the bench and bar in this country; that said volumes were edited, prepared and published by and under the direction of your orator at great expense, from original sources, your orator being at great expense in collecting the cases and authorities therein cited and searching for judicial precedents, and in discussing and formulating the propositions of law therein contained, and in presenting, selecting and arranging the matter contained in said books; that the contents of such books are alphabetically arranged under topics of the law, and consist of text classified in order giving epitomized statements of the law with notes of decisions, statutes and authorities sustaining, illustrating or explaining the same, and of words which have received judicial construction, with a statement of the decisions and citations of the cases, all of which is original compilation by your orator from original sources of information.

And your orator further alleges and shows that it and its predecessor in business, one Edward Thompson, whose rights it secured by purchase and assignment, have been engaged in the editing and publishing of Encyclopædias of Law since 1887, being owner and publisher of the American and English Encyclopædia of Law, whose publication was first commenced in the year 1887; that the American and English Encyclopædia of Law, Second Edition, is a new and original work entirely rewritten and not based upon the first edition of such work, but given the name of "Second Edition" to distinguish it from such first Encyclopædia of Law published by your orator and its predecessor in business.

And your orator further alleges and shows that within the seven years last past, it, from time to time, made, edited, and prepared and published, and thereupon became and was the author and proprietor of, the following publications, being the books, so far as published to date, comprising the series known as the American and English Encyclopædia of Law, Second Edition, and the Encyclopædia of Pleading and Practice:

[Next follow description with dates of deposit of title page in mail and of two copies in mail].

And your orator further alleges and shows that, as such author and proprietor, your orator, desiring to secure a copyright upon the aforesaid publications, in accordance with the statutes of the United States in such case made and provided, before the publication of each of said volumes respectively and on the dates above set forth respectively, duly deposited in the mail within the United States, to wit, at the village of Northport, Long Island, New York, addressed to the Librarian of Congress at Washington, District of Columbia, a printed copy of the title of each of said volumes, together with the statutory fee for recording the same, and in accordance with the law, on the dates above set forth respectively and

not later than the date of publication of each book respectively, deposited in the mail within the United States, to wit, at the village of Northport, Long Island, New York, addressed to the Librarian of Congress at Washington, District of Columbia., two copies of each of said copyrighted books, and that such copyrighted books in each and every case were printed from plates made in the United States, from type set within the limits of the United States; and your orator avers that it has done all acts and complied with all legal requirements necessary to establish its right to the aforesaid copyrights under the statutes of the United States in such case made and provided.

Your orator further shows that it has caused to be printed and inserted in the several copies of each volume of every edition of the said book called "American and English Encyclopædia of Law, Second Edition," and in the several copies of each volume of every edition of the said book called "Encyclopædia of Pleading and Practice," on the page immediately following the title pages thereof the word "copyright," together with the year the copyright was entered, and the words "Edward Thompson Company," as required by law.

Your orator further shows that before the committing by respondent of the wrongful acts complained of in the bill of complaint, the titles of all the volumes the copyright of which is alleged in said bill to belong to complainant, to wit, volumes 1 to 19 inclusive of the American and English Encyclopædia of Law, Second Edition, and volumes 1 to 21 inclusive of the Encyclopædia of Pleading and Practice, were duly recorded by the Librarian of Congress on the following dates, respectively, viz.:

[Next followed dates of record of titles].

And your orator further alleges and shows that each and all of said books were composed, edited, prepared, arranged, and compiled from original sources of information by and under the direction of your orator, and each of said books contained and contains a large amount of matter wholly original with your orator, all of which is the private property of your orator, and that your orator applied for and, as such author and proprietor, obtained, the copyright thereof as aforesaid.

And your orator further alleges and shows that it has from time to time printed a large number of said books and sold the same to its customers and subscribers, and has caused to be printed and inserted in each and all of said copies or volumes, on the back of the title page, the word "Copyright," together with the year the copyright was entered and the words "Edward Thompson Company," as required by law, and has complied with all legal requirements necessary to maintain its right to the aforesaid copyrights, and that your orator has never sold or transferred any of said copyrights of said books or any interest or share in the same, nor has it authorized defendant to publish any of said volumes or any portion thereof, or any extracts, excerpts or abridgments thereof, but your orator was and is the sole and exclusive owner of the stock and the proprietor of all of said copyrights, and has the sole and exclusive right to publish each and all of said books and the collections of cases and authorities under the topics in such books, and the exclusive right to all the contents contained in each and all of said books; and that the copyrights of said books are of great

value to wit, of the value of five hundred thousand dollars, and the loss and damage to your orator by reason of the violation thereof is not less than the same amount.

Nevertheless, as your orator further alleges and shows, the defendant was organized for the purpose of publishing and selling an encyclopædia designed to cover the same field of work as your orator's publications and in competition therewith, and in pursuance of such design defendant has caused to be prepared a book known as the "Cyclopædia of Law and Procedure," which it is now selling in competition with your orator's publications, containing a large amount of your orator's original copyrighted matter taken, copied and pirated from your orator's publications aforesaid.

And your orator further alleges and shows that defendant, in preparing its Cyclopædia of Law and Procedure, volumes one and two, has as a substitute for and in lieu of a resort to original sources unfairly used the results of your orator's labor as set forth in your orator's publications aforesaid, and has incorporated such results in defendant's publications, and defendant's said publications are to a very large extent the product of your orator's original work rewritten as to form and with changes, omissions and additions made by defendant, so as to conceal the fact that it was the product of your orator's original work as aforesaid; that defendant, instead of resorting to original sources for citations of cases, definitions of terms, statements of legal principles, and similar legal information, has to a very large extent obtained the same from your orator's said publications, thereby unfairly availing itself of your orator's original work, the results of which it published as its own original work in unfair competition with your orator's publications and in violation of its copyrights as aforesaid, and to the great injury and irreparable damage of your orator in its business, and for which it cannot be compensated in damages in an action at law.

And your orator further alleges and shows that the promoter and chief officer and manager of defendant's company is one Charles W. Dumont, who, prior to the organization of The American Law Book Company, was the treasurer of and a stockholder in the Edward Thompson Company, and was fully conversant with its plans and methods, having personal acquaintance with your orator's editors, salesmen and other employees and their methods of work, and that by reason of such fact defendant is fully informed as to your orator's business and its plans and methods, and that in order the better to carry out its scheme of unfair competition and to avail itself of your orator's good name and standing, and its original work as aforesaid, its methods of business and its copyrighted work, defendant has employed many of your orator's editors, salesmen and other employees, and has skilfully stimulated the title of its said publications and its advertising matter, using in its advertising matter quotations and apt phrases long associated with the advertising matter used by your orator: that the better to conceal the use of and piracy upon your orator's publications in the preparation of defendant's books defendant has advertised that certain well known persons not connected with your orator's publications were editing its volumes and has caused the names of such persons to be inserted in its books as editors of articles, notwithstanding the

fact that such articles were wholly written and prepared by former editors of your orator. And because defendant has availed itself of the original copyrighted work and the methods and ideas of your orator in making, preparing and selling its said publications, it is thereby enabled to prepare and publish its books with greater ease and accuracy and at far less expense and to sell the same in greater numbers and at less price than would be otherwise possible, in direct competition with your orator's books: all of which infringements, copying and piracy will more fully appear upon an examination and comparison of said Cyclopædia of Law and Procedure, volumes one and two, with the aforesaid copyrighted books of your orator; that the said Cyclopedias of Law and Procedure are infringements of and piracies upon the copyrights of your orator, and the said books were made and intended to take the place of, and as far as possible to supersede, the said books of your orator; and that by means of the various arts and devices aforesaid defendant has been and is selling large numbers of its books to persons who would otherwise have bought or would now buy the books of your orator, to its great loss and damage; and the defendant, by means of the acts and devices aforesaid, unless restrained by this honorable court, will sell large numbers of its said books to persons who would otherwise buy the said Encyclopædias of your orator, to its great loss and damage. All of which acts and doings of the defendant are contrary to equity and good conscience and tend to the manifest injury and wrong of your orator in the premises.

And your orator further alleges and shows that the corporation defendant has and maintains an office in the city of New York, in the southern district of New York, where its books are edited and published and where the same are kept on sale, which office is under the personal charge and supervision of its president, one Charles W. Dumont, and defendant's books have imprinted on their title pages, as the place of publication from which they are issued and sold, the said city of New York.

In consideration whereof, and forasmuch as your orator is without adequate remedy, save in a court of equity, your orator prays this honorable court to issue its writ of subpœna in due form of law directed to the said American Law Book Company, the defendant aforesaid, commanding it, at a certain day and under a certain penalty to be therein specified, to appear before this honorable court to answer all and singular the matters and things hereinbefore set forth and complained of.

But the answers to the bill of complaint need not be under oath, an answer under oath being hereby expressly waived.

And your orator prays that defendant may be restrained by injunction, preliminary until final hearing and perpetual thereafter, from publishing, selling or exposing for sale, or causing or being in any way concerned in the publishing, selling or exposing for sale, said Cyclopedia of Law and Procedure, volumes one and two, hereinbefore complained of, and that the defendant be required to surrender and deliver the same to your orator, and be decreed to render an account of all of said books or numbers published and of all that have been sold, and to pay the same, besides the damages suffered from such unlawful publications, and the costs of this suit, to your orator; and that your orator may have such other and

further relief as the nature and circumstances of the case may require, and as to this court shall seem just and equitable.

EDWARD THOMPSON COMPANY,
By JAMES COCKCROFT, Prest.

WALTER LARGE,
Solicitor for Complainant,
Office and post-office address, Temple Court, New York City.
FRANK P. PRICHARD,
Of Counsel.

UNITED STATES OF AMERICA, }
Southern District of New York. } ss.

James Cockcroft, being duly sworn, deposes and says that he is president of the corporation complainant above named, and is familiar with its business; that he has read the foregoing bill of complaint and knows the contents thereof; that the same is true to the knowledge of deponent except as to matters therein stated to be alleged on information and belief, and that as to those matters he believes it to be true.

JAMES COCKCROFT.

Subscribed and sworn to before me this
ninth day of December, 1901.
GEO. BABCOCK,
[SEAL.] Notary Public.

FORM IV.—PETITION OR BILL UNDER ANTI-MONOPOLY LAW.

IN DISTRICT COURT OF THE UNITED STATES FOR THE DISTRICT OF NEW JERSEY.

THE UNITED STATES OF AMERICA, PETITIONER,
v.
THE DELAWARE, LACKAWANA & WESTERN RAILROAD COMPANY AND THE DELAWARE, LACKAWANNA & WESTERN COAL COMPANY, DEFENDANTS.

ORIGINAL PETITION.

To the honorable the judges of the District Court of the United States for the District of New Jersey sitting in equity.

1. Your petitioner, the UUnited States of America, by John B. Vreeland, its attorney for the district of New Jersey, acting under the direction of the Attorney General, brings this proceeding in equity against The Delaware, Lackawanna & Western Railroad Company, a Pennsylvania corporation, and The Delaware, Lackawanna & Western Coal Company, a New Jersey corporation, for the purpose of preventing and restraining them from further violating the provisions of the act of Congress approved July 2, 1890, entitled "An act to protect trade and commerce against unlawful restraints and monopolies" (the antitrust act) and also the provisions of

the commodities clause of section 1 of the act to regulate commerce as amended June 29, 1906 (34 Stat. 584), which prohibit a railroad company from transporting in interstate or foreign commerce articles or commodities, other than timber and the manufactured products thereof, manufactured, mined, or produced by it, or under its authority, or which it may own in whole, or in part, or in which it may have an interest, direct or indirect, except those intended for use in its business as a common carrier.

And upon information and belief, your petitioner alleges and shows—

II. Defendant, The Delaware, Lackawanna & Western Coal Company, is a corporation organized and existing under the laws of New Jersey, with its principal office at Hoboken therein and outstanding capital stock of $6,590,700. Among the objects for which it was established and the perpetual powers granted to it are the following shortly stated: To purchase, mine, produce, prepare, manufacture, and sell or deal in coal, coke, and other commodities and to act as sales and purchasing agent or factor of other corporations. To purchase, buy, or lease coal or ore mines and all manner of interest in lands, and to develop, improve, lease, and dispose of the same. To buy, build, construct, or otherwise, acquire and maintain and operate piers, docks, and all necessary conveniences and means of transportation incidental to carrying on the business of buying, selling, and trafficking in coal and other commodities and for the development and operation of lands and mines. To acquire by purchase or otherwise and to hold as investments and to guarantee the principal, interest, and dividends of the bonds or shares of other corporations. To aid any corporation or association whose securities it may hold and to conduct its business in the State of New Jersey and in all other states and foreign countries. It is now and, since the second day of August, 1909, has been engaged in the business of dealing in anthracite coal within the states of New Jersey, Pennsylvania and New York at the various places, towns, and cities reached by the lines of The Delaware, Lackawanna & Western Railroad, especially at Hoboken, New Jersey, where are situated the New York harbor terminals to which that railroad constantly transports from the mines in Pennsylvania large quantities (to wit, 3,000,000 tons per annum) of the coals accepted there by the defendant-coal company under the terms of the agreement hereinafter described. It also has agents and officers in other states and carries on business therein.

The Delaware, Lackawanna & Western Railroad Company is a corporation duly organized and existing under and by virtue of the laws of Pennsylvania, with offices therein at Scranton, also in New York City, and within this judicial district. It is authorized by its franchises to carry on the business of a common carrier, to own and operate coal mines in the State of Pennsylvania, and to buy and sell coal. For a long time it has owned, leased, and operated as one system of lines of railroad in the states of New Jersey, Pennsylvania, and New York, connecting among other places therein Hoboken, Scranton and Northumberland, and Utica, Binghamton, Oswego, and Buffalo; also many lateral and branch lines, some of which reach the anthracite coal mines owned by it and also some owned by others lying within the counties of Lackawanna and Luzerne, Pennsylvania, and in the Wyoming region of the anthracite and coal fields. Over

such lines this defendant is now and for thirty years and more last past has been engaged in interstate and foreign commerce as a common carrier of passengers and freight, especially of anthracite coal not intended for its own use. Over some of them it has been so engaged for more than fifty years. It likewise owns and operates a fleet of marine barges which carry anthracite coal from Hoboken, N. J., to points in New England. At various times (commencing prior to 1860) the defendant railroad company has acquired by purchase or lease and now holds some 15,000 acres of lands containing anthracite coal lying in said Lackawanna and Luzerne Counties. Approximately one-half of these were acquired after January 1st, 1874, when the present constitution of Pennsylvania became effective. That instrument, Art. XVII, sec. 5, provides:

"No incorporated company doing the business of a common carrier shall, directly or indirectly, prosecute or engage in mining or manufacturing articles for transportation over its works; nor shall such company, directly or indirectly, engage in any other business than that of common carriers, or hold or acquire lands, freehold or leasehold, directly or indirectly, except such as shall be necessary for carrying on its business; but any mining or manufacturing company may carry the products of its mines and manufactories on its railroad or canal not exceeding fifty miles in length."

Upon the lands so acquired and held there are many collieries which have long been and now are being constantly operated by the defendant railroad company in its own name; and at all times the coals therefrom, when ready for transportation, have been mined and produced by and the full legal title thereto vested in it. Their annual output has been at the approximate rate of 7,000,000 to 10,000,000 tons; and this probably will continue indefinitely. Great quantities of the same, intended for sale and distribution in different states, to wit, from 7,000,000 to 8,000,000 tons annually, not necessary or intended for defendant's use in its business as a common carrier, have long been and now are loaded upon its cars at the mines or adjacent breakers and then carried by it in interstate and foreign commerce to various points outside of Pennsylvania. Part moves to the North and West, while approximately 3,000,000 tons—mostly small sizes—has been and is carried each year to Hoboken, New Jersey, on the New York Harbor and sold there; and defendant intends to continue to transport the same substantially as heretofore. For a long time this defendant has been accustomed to buy almost the entire output—75 per cent or more—shipped from the mines and breakers located along its lines which are owned and operated by others—in 1911, 1,500,000 tons; has transported most of the same in interstate and foreign commerce, and intends hereafter to continue the same course of action.

III. Anthracite coal is an article of prime necessity in general use for domestic purposes throughout New England and the Middle Atlantic states, and is also largely burned in other sections of the Union and in Canada. The smaller sizes are much in demand for steam purposes in and about New York City, Boston, and other large cities in the East. The course of the entire supply, except a small amount of inferior quality, is in northeastern Pennsylvania, where the deposits underlie an

area of about 484 square miles, divided for trade purposes into the Wyoming, the Lehigh, and the Schuylkill regions. The total annual output of all the mines is approximately 75,000,000 tons. About 12 per cent is consumed at or near the collieries, while the remainder (with insignificant exceptions) is carried away over the lines of the nine railroad companies named below which extend thereto—four-fifths being transported and sold in interstate and foreign commerce, viz: Philadelphia & Reading Railway Company; the Central Railroad Company of New Jersey; Lehigh Valley Railroad Company; the Delaware, Lackawanna & Western Railroad Company; Erie Railroad Company; the New York, Susquehanna & Western Railroad Company; the Delaware & Hudson Company; Pennsylvania Railroad Company; New York, Ontario & Western Railway Company. Except the lines of the Delaware & Hudson Company, all these railroads reach New York harbor and carry there, where the same is ultimately sold, 25 per cent of the total shipments of anthracite moving by rail, their rates therefor being approximately the same, irrespective of the length of the haul. This is by far the most important market for such coal. In it from 18,000,000 to 20,000,000 tons are annually sold, and distribution is made therefrom by water or otherwise to points in various states. Being the chief distributing point, prices prevailing there largely fix and regulate those in other markets. The terminals of the railroads carrying such traffic on New York harbor are at separate points on the New Jersey side, from Edgewater on the north to South Amboy on the south; and at these points, after passing the larger sizes over screens, the coal is weighed, dumped into barges, and is quoted and sold free on board thereof. The above-mentioned anthracite carrying railroads and the great coal companies united or affiliated with them severally in ownership or management have long engrossed the output of the collieries. Each road directly or through one or more coal companies has contrived to gain control over the output of most of the mines served by it and the sale of the same. This is especially true of coal moving to New York harbor, and as a consequence f. o. b. prices of anthracite at the various terminals there are made and controlled by the defendant railroad and other railroad companies and their affiliated coal companies. These prices or their averages are reported monthly by the sellers to a bureau of statistics sustained by them jointly, and the result is then sent out to all of them. The substantially uniform prices for anthracite f. o. b. New York harbor now quoted and demanded are from $5.25 per ton for certain prepared sizes down to $1.80 for the size known as barley. These necessarily depend upon the freight charges demanded by the railroads, and under normal and natural conditions would vary with the same; and these charges have long been and now are exceedingly high, in fact, excessive. The present tariff schedules fix them at approximately $1.50 per ton for prepared sizes down to $1.10 for the small sizes, or from about 25 per cent to 60 per cent of the f. o. b. prices New York Harbor, of the coal transported.

IV. Prior to August 2, 1909, the defendant railroad company, acting openly in its own name, mined coals from its own collieries and whilst holding full legal title thereto transported the same to the markets in different states for sale therein and not for use in its business as a com-

mon carrier. Almost the entire production of all the anthracite mines along its lines was also sold by it in the markets of different states, the output of those not owned having been purchased at the breakers as above shown. In order economically and expeditiously to transport and sell this coal, the defendant railroad company constructed at points in different states, adjacent to or connected with its tracks, extensive terminal facilities, storage yards, depots, docks, wharves, transfer trestles, coal trestles, sale yards, and other accessories essential or convenient for carrying on such business. Its great financial ability, its power and position as a common carrier, and the exclusive use of these facilities, put other producers and operators at a serious disadvantage when seeking to market their coal in competition with it. In consequence the railroad was enabled to and did purchase so much of the output of colliers owned and worked by others as, added to its own, gave it the disposition of more than 90 per cent of the entire production along its lines, complete dominance of the market therefor and a monopoly thereof; and gave it the power arbitrarily to fix prices at all points not reached by another railroad. But for such purchases most of this coal from mines not owned by it would have been sold in interstate and foreign commerce in competition with the railroad; and if not so purchased in the future will be so sold in competition. The business of the defendant railroad has been immensely profitable and its financial strength is very great. A majority of its stock has long been and is now held in large blocks by less than twenty-five individuals and interests who act in concert and unity. A still smaller number have and do dominate and control its affairs, being enabled thereto by their stock holdings and their unity of purpose and effort.

V. Section 1 of the act of Congress approved February 4, 1887, entitled "An act to regulate commerce," as amended by the act approved June 29, 1906 (34 Stat. 584), provides: "From and after May first nineteen hundred and eight, it shall be unlawful for any railroad company to transport from any state, Territory or the District of Columbia, to any other State, Territory, or District of Columbia, or to any foreign country, any article or commodity, other than timber and the manufactured products thereof, manufactured, mined, or produced by it, or under its authority, or which it may own in whole, or in part, or in which it may have any interest direct or indirect except such articles or commodities as may be necessary and intended for its use in the conduct of its business as a common carrier." The inhibitions of this provision rendered it unlawful after the first of May, 1908, for defendant railroad to transport in interstate and foreign commerce coal purchased by it or produced by the mines which it owned and operated while having an interest in such commodity unless intended for use in its business as a common carrier. The combined business of buying, mining transporting, and selling anthracite had been immensely profitable to the railroad and to its stockholders; and those who dominated and controlled its affairs desired to preserve for themselves such profits and to continue the business substantially as theretofore conducted, notwithstanding the manifest purpose of the provisions of the act above quoted. To that end, accordingly, they determined

to cause the organization of a new corporation to be under their own control—whose stockholders would be substantially the same as those of the railroad company—and through it to conduct the business theretofore carried on by the railroad sales department, thus securing, in effect, the continued unity of mining, transporting, and selling, in substance as theretofore, and depriving the public of the benefits which the aforesaid act was intended to produce. Thereupon, they caused their representatives and nominees to organize under the laws of New Jersey, on or about June 30, 1909, defendant, The Delaware, Lackawana & Western Coal Company, with an authorized share capital of $6,800,000—one-fourth of the then outstanding capital of the defendant railroad—such shares being intended for pro rata distribution among the railroad's stockholders. Their further purpose was to cause the two defendants to enter into the contract and arrangement hereinafter described. Accordingly, about the first of July, 1909, they caused the railroad company to declare a cash dividend of 50 per cent and took the further action described in the communication then sent out, a copy of which follows:

"To the stockholders of the Delaware, Lackawanna and Western Railroad Company:

An extra dividend of fifty per cent has been declared by the board of managers on the capital stock of the company, payable on July 20th, 1909, to stockholders of record at the close of business on July 1st, 1909. In conformance with the decision recently rendered by the United States Supreme Court, declaring that this company cannot lawfully transport in interstate commerce coal owned by it, a coal-selling company has been organized under the laws of the State of New Jersey, under the name of the Delaware, Lackawanna & Western Coal Company, the capital stock of which will be $6,800,000.00, divided into 136,000 shares of $50.00 each par value. It is proposed that the Delaware, Lackamanna & Western Railroad Company, as the seller, shall contract with said coal company, as the buyer, to sell and deliver the coal mined and purchased by the railroad company to the coal company at the mines. The stockholders of the railroad company at the rate of one share of the latter for each four shares of the capital stock of the railroad company held by the several stockholders as shown by the books of the company at the close of business July 1st, 1909. As it is deemed undesirable to issue part shares as scrip, or otherwise, any stockholder whose pro rata coal company subscription may entitle him to a part share, may, on payment in cash of the additional amount necessary, acquire a full share instead of the part share allotted to him. Herewith subscription blank which each stockholder should sign and have duly witnessed in the event he desires to subscribe for the stock of the coal company on the basis set forth herein. Such blank contains an order on the treasurer of the company authorizing and directing that one-half of the dividend of fifty per cent due and payable on July 20th, 1909, be paid to the coal company in satisfaction of the subscription of such stockholder whose pro rata coal company subscription may entitle him to a dividend will of course be paid in cash. Certificate for the number of shares of stock so paid will be issued in the name of and delivered to the stockholders as the latter may direct. It is urged by the company's legal

advisers that the proposed selling contract be made operative as early as possible. It is therefore respectfully requested that the stockholders of the company take prompt action on the several matters submitted to them hereby." With insignificant exceptions (about twenty in all, owning together less than $30,000 of stock), the railroad stockholders subscribed for the coal company's shares apportioned to them, and immediately the two corporations with all their business and assets came into and they have ever since remained under the substantial ownership and immediate control of the same individuals. William H. Truesdale, president, and Edward E. Loomis, vice-president of the railroad, have always been two of the seven directors of the coal company and the latter always its president. The other directors of the coal company have likewise been but the nominees and instruments of those in control of the railroad company. Thereupon, according to the plan and on or about August 2, 1909, the two defendants entered into the written contract, a copy of which marked "Exhibit A" is annexed and made a par hereof and which, among other things, in substance provided: That the railroad company would sell to the coal company all mined, marketable coal then owned, except such as it should elect to retain for use in its business as a common carrier, to be paid for within thirty days at prices designated. That the railroad company would lease to the coal company certain described storage and stocking plants, trestles, and docks, and accept in payment 5 per cent per annum on a valuation to be agreed upon. That the coal company would take over certain leases of trestles and sales agency contracts theretofore made by the railroad company. That the railroad company would sell and deliver to the coal company, f. o. b. cars at the breakers, all coal thereafter mined by the former from all lands owned or leased by it, together with all coal purchased by it, the amount to be so sold and delivered to be at the absolute option of the seller and without liability upon its part for failure to supply any. The coal company agreed to purchase all coal offered by the railroad company, and no other, unless necessary to comply with contracts then outstanding. That the railroad might retain sufficient coal for its use as a common carrier.

That the coal company would accept from the railroad company all coal delivered on cars at the breakers, and pay for all sizes above pea 65 per cent of the general average f. o. b. prices at tide points at or near New York between Perth Amboy and Edgewater, and for the smaller sizes specified portions of such general average prices. That the coal company would conduct the business of selling so as best to conserve the interest of and preserve the good will and markets of the coal mined by the railroad company; that any disputes which might arise between the parties should be settled through a board of arbitration, made up as specified; and that the terms of the agreement itself might also be modified by arbitration if conditions justified. That the contract should continue to be operative until six months after either party shall notify the other in writing of its intention to cancel the same, and that upon its expiration the coal company would sell to the railroad company and the latter would buy all coal then stored or in traisit theretofore purchased by the foremer at prices to be agreed upon or fixed by arbitration. The copy of the contract,

Exhibit A, is specifically referred to for a more complete and definite understanding of its terms and provisions. In the annual report of the defendant railroad company for the year 1909, its president said: "In conformance with the decision rendered by the United States Supreme Court that railroad companies cannot lawfully transport in interstate commerce coal owned by themselves, the sales division of the coal department of the D., L. & W. Railroad was discontinued August 1st, 1909, and a coal-selling company was organized under the laws of the State of New Jersey. Therefore, the annual report of the coal department covers but seven months—from January to July, inclusive—of the sales end of the business. A contract was entered into with the new coal company, whereby the railroad agreed to sell its coal on board cars at the mines on the same basis as generally prevails in the anthracite region, or what is known as the 65% basis of tidewater prices; and also to sell and turn over all stocks of coal along its lines and on western docks, and to lease its trestles, to the coal company.

* * * * *

In rearranging its affairs in conformance with the decision of the United States Supreme Court in what is known as the commodities case, the company declared an extra ddividend of 50%, which was payable in cash, the stockholders, however, being given the option to use one-half of this extra dividend in purchasing stock of the Delaware, Lackawanna & Western Coal Company, which was organized and took over the merchandising of this company's coal on August 1st, 1909. At the same time a stock dividend of 15% was declared and paid to the stockholders of the company. As a result its capital stock was increased to $30,277,000.00." The defendant coal company at once took possession of the coal held by the railroad and entered upon the use of the sundry facilities belonging to it as agreed. The other terms of the arrangement likewise have been and are now being carried into effect. The railroad company continues to buy the output of mines belonging to others located along its lines, amounting in 1911 to about 1,500,000 tons, and goes through the form of delivering the same to the defendant coal company along with the product from its own mines, amounting annually to about 7,000,000 tons. So much coal as the railroad needs for use in its own business as a common carrier (about 1,000,000 tons annually) is reserved and not delivered to its co-defendant. The coal company takes ostensible possession of the coal so offered when delivered on board cars, causes most of it to be transported in interstate and foreign commerce by the defendant railroad, and is carrying on the business of selling the same in its own name at the sundry points in different states reached by the railroad, substantially according to the methods originally adopted by the latter, all as agreed, and both parties intend to continue this course. The annual sales of the coal company—four-fifths being outside of Pennsylvania—amount to from 8,000,000 to 9,000,000 tons, all secured from the defendant railroad and transported by it as above shown. And such coal is not transported for use by the railroad in its business as a common carrier.

By reason of the arrangements described, the support of the railroad company, and the peculiar advantages and facilities acquired, the coal

company at once secured and has ever since maintained an unlawful monopoly of the sale of coal produced along defendant's railroad, and has completely dominated the markets at all points thereon not reached by any other railroad. Its position, power, and support render effective competition with it practically impossible, and the monopoly which it now holds will continue indefinitely unless restrained.

VI. Since the organization of defendant coal company there have been some changes in the ownership of its stock, but its stockholders and those of the defendant railroad who own and control not less than 85 per cent of the shares of both have been and now are the same individuals or their representatives. Not exceeding twenty-five of these have continuously owned a majority of the stock of both companies, and the affairs of both have been dominated and controlled by a still smaller number acting in concert. Thus substantially the same group of individuals acting together own, control, and direct both the business of the railroad and that of the coal company. The operations of the coal company have been immensely profitable, as was intended by those who procured its organization and gave it the above-described sales contract. Dividends have been paid at the rate of 10 per cent per annum, and a surplus exceeding $3,500,000—more than 50 per cent of a very large capitalization—has been accumulated in less than three and one-half years. The vice-president of the railroad company has always been the chief officer of the coal company and an active member of its board of directors. The affairs of both have been carried on in complete accord and unison and with the purpose and effect of enriching their common shareholders. The purpose of the railroad company and those who controlled it in organizing the defendant coal company was to use the latter as a mere instrumentality for retaining under their direction and for their profit the business of selling coal theretofore carried on by the railroad; and under the agreement of August 2, 1909—Exhibit A hereto—this purpose has been carried into fruition. The coal company is and must always be subservient to the will and direction of the railroad and those who control the latter. They have always constituted its dominant stockholders and probably always will. They elect its officers, determine its policies, and, moreover, they may take away its sole business upon six months' notice. If its conduct should fail to meet their approval, it may be deprived of all benefits under the sales contract—Exhibit A—and its business quickly destroyed. In such event a similar subterfuge could be organized and the profits of the entire business still be secured to the stockholders of the railroad.

The arrangement under which the defendant companies are operating in no proper or legal sense destroys or terminates the interest which the railroad company has in the output of the mines which it owns and operates or in the coal which it purchases from others before the same starts in the course of interstate or forerign transportation; but during the entire time and course of such transportation the carrier has an interest therein within the true meaning and intent of the statute. The two companies are but instrumentalities of the same group of stockholders; the arrangements and contracts between them are but devices to avoid the prohibitions of the Interstate Commerce Act, and operations under

them are more damaging to the public than those under the old plan prior to August, 1909. They have enabled the coal company to acquire a monopoly of the sales of coal produced along the defendant railroad, and through the exclusive use of the instrumentalities leased by the latter and otherwise this monopoly will be continued. Having in the ways described secured for itself a monopoly, the defendant railroad successfully undertook to transfer this to the coal company, and, unless prevented, such monopoly will continue to the great detriment of the public.

Furthermore, the contract between defendants Exhibit A hereto—necessarily hinders and prevents the railroad from freely fixing its rates for transporting coal according to recognized and legitimate standards, and introduces a factor into the determination of questions relating thereto which may not be considered consistently with the rights of the public and which necessarily tends to keep such rates unduly high. For since under the contract the railroad company receives for its coal at the mines a percentage of the price at New York Harbor, which price is largely determined by the freight rate, it follows that the higher the freight rate from the mines to New York Harbor the higher the price received by the railroad company at the mines; and, on the other hand, as the freight rate decreases, such price decreases. The contract is thus not only a barrier against any reduction in the railroad company's freight rates to New York, however justified by the conditions, but is an inducement to higher rates regardless of any change in the cost or character of the service. It is undue, unreasonable, and unlawful restraint of interstate and foreign trade and commerce. The purchase of coal by defendant railroad company as above shown, for resale or for transportation over its lines, is incompatible with its duties as a pblic carrier ,and the necessary tendency of such action is to produce a monopoly of and unlawfully to hinder and restrain interstate and foreign commerce in that commodity. The imperative duty of a common carrier by railroad is to transport freight and passengers for all alike, without discrimination, at fair, reasonable, and just rates; and it may not enter into contracts or arrangements the necessary tendency of which is materially to hinder, impair, or destroy its ability to perform such duty or its freedom in determining what action should be taken in respect thereto. Especially it may not use its enormous and unusual powers and opportunities to acquire a monopoly nor make contracts or enter into arrangements which necessarily tend towards monopolization.

VII. Wherefore petitioner prays:

1. That writs of subpœna issue directed to defendants the Delaware, Lackawanna & Western Railroad Company, and the Delaware, Lackawanna & Western Coal Company, commanding each of them to appear herein and answer, but not under oath (oath being expressly waived), the allegations contained in the foregoing petition, and abide by and perform such orders and decree as the court may make in the premises. 2. That the court adjudge that the Delaware, Lackawanna & Westernr Railroad Company has not since August 2, 1909, when the above-described contract between it and the other defendant went into effect, in a bona fide way, before accepting the same for carriage, divested itself of all in-

terest in the anthracite coal purchased from others or produced at its mines or under its direction and control; and that it is and has been unlawfully transporting the same in interstate and foreign commerce. 3. That the defendants be enjoined from shipping, transporting, or causing to be transported any anthracite coal, the product of mines owned by defendant railroad company or purchased by it from others, and sold, transferred or delivered to defendant coal company in pursuance of the above-specified agreement or arrangement existing between them or any similar one. 4. That the court adjudge the existing arrangements and agreements between the defendants constitute a contract and combination in restraint of trade and commerce among the States and an attempt to monopolize a part of such trade and commerce contrary to the provisions of the act of July 2, 1890, and that further violations of said act in the ways specified or any similar ones be enjoined. 5. That the court adjudge the purchase of coal by the defendant railroad company from others and the sale or transfer of the same to the defendant coal company, or any other party, to be unlawful, and enjoin any such future action. 6. That complainant have such further other and general relief as it may be entitled to.

JOHN B. VREELAND,
United States Attorney,
District of New Jersey.

GEORGE W. WICKERSHAM,
Attorney General.
JAMES A. FOWLER,
Assistant to the Attorney General.
JAMES C. MCREYNOLDS,
G. CARROLL TODD,
Special Assistants to the Attorney General.
February, 1913.

FORM V.—COMPLAINT AT COMMON LAW UNDER ANTI-MONOPOLY LAW.

IN THE [DISTRICT] COURT OF THE UNITED STATES.

FOR THE SOUTHERN DISTRICT OF NEW YORK.

PETER SCHMIDT,
Plaintiff,
against
FREDERICK JOSEPH, MOSES JOSEPH, LEO JOSEPH, NATIONAL PACKING COMPANY, SWIFT & COMPANY and ARMOUR & COMPANY,
Defendants.

The plaintiff above named, by Hays, Hershfield & Wolf, his attorneys, complaining of the defendants, shows to this Court and alleges, upon information and belief:

1. That the defendant, National Packing Company, at all of the times

hereinafter mentioned, was and still is a foreign corporation, duly created by and existing under and by virtue of the laws of the State of New Jersey.

2. That the defendant, Swift & Company, at all of the times hereinafter mentioned, was and still is a domestic corporation, duly created by and existing under and by virtue of the laws of the State of New York.

3. That the defendant, Armour & Copmany, at all of the times hereinafter mentioned, was and still is a foreign corporation, duly created by and existing under and by virtue of the laws of the State of New Jersey.

4. That the plaintiff, at all of the times hereinafter mentioned, was and still is engaged in the business of purchasing in the State of New York, and other States of the United States, meats obtained from cattle and the products thereof, and selling the same at retail.

5. That heretofore and at all of the times hereinafter mentioned The New York Butchers' Dressed Meat Company was and still is a domestic corporation, duly created by and existing under and by virtue of the laws of the State of New York.

6. That said The New York Butchers' Dressed Meat Company was organized and incorporated, as aforesaid, in the year 1902, with a capital stock of $75,000, consisting of 7,500 shares, of the par value of $100 each, all of which stock has been issued and is now outstanding.

7. That the plaintiff, at all the times hereinafter mentioned, was and still is the actual owner and record holder, on the books of said The New York Butchers' Dressed Meat Company, of 30 shares of the capital stock of said The New York Butchers' Dressed Meat Company.

8. That William G. Wagner, Arthur Bloch, Samuel Bloch and Aaron Buchsbaum were, with others, the incorporators of said The New York Butchers' Dressed Meat Company and were, until April, 1907, the majority stockholders thereof, and by reason and virtue of said majority stock control, through themselves, or their nominees, constituted or controlled a majority of the Board of Directors of said The New York Butchers' Dressed Meat Company.

9. That until said last named date, the said Arthur Bloch was the President of said The New York Butchers' Dressed Meat Company, and for a short time subsequent thereto was the Vice President thereof. The said Wagner was, until said last named date, the Secretary thereof, and the said Buchsbaum was the Treasurer thereof. That since said last named date the defendant, Frederick Joseph, has been and still is the President of said The New York Butchers' Dressed Meat Company, and that since the resignation of said Arthur Bloch, as Vice President, shortly after April, 1907, the said defendant Leo Joseph became and still is the Vice President of said Company. That the defendant, Moses Joseph, since April, 1907, has been and still is the Secretary and Treasurer of said The New York Butchers' Dressed Meat Company.

10. That said The New York Butchers' Dressed Meat Company has been from the time of its inception and still is engaged in the business of purchasing, in the various States of the United States, cattle and the products thereof, and particularly is engaged in the purchase thereof in the States of Kansas, Missouri, Illinois, New Jersey and New York, and

transporting said cattle and the products thereof to New York City, to be killed and dressed at the abattoir or slaughter house of said The New York Butchers' Dressed Meat Company in New York City, where the said cattle and the products thereof are dressed and then transported to and sold by said The New York Butchers' Dressed Meat Company in various parts of the States of New York, New Jersey, Florida, Connecticut, Pennsylvania, and other States of the United States and in Europe.

11. That at all the times mentioned in this complaint the corporate defendants herein have been and still are likewise engaged in the business of purchasing, in the various States of the United States, cattle and the products thereof, and are particularly engaged in the purchase thereof in the States of Kansas, Missouri, Illinois, New Jersey and New York, and transporting said cattle and the products thereof, to be killed and dressed at their abattoirs, located, principally in the State of Illinois, Kansas and Missouri, where the said cattle and the products thereof are dressed, and then transported to and sold by the said corporate defendants in practically every State of the United States and Europe.

12. That at all of the times hereinafter mentioned the said defendants herein owned or controlled, and do now own or control, many other firms, copartnerships and corporations engaged in the same business as the said defendants herein, so that by reason of the said ownership or control the said defendants herein has been and still is intra and interstate and a very large and important part—in fact, substantially all—of the business aforesaid, of dealing in said cattle and selling the products thereof as aforesaid.

13. That at all the times mentioned in this complaint the business of the said defendants herein has been and still is intra and interstate and foreign trade and commerce aforesaid, viz., the purchasing, in the States of Kansas, Missouri, Illinois, New Jersey and New York, of live cattle and the products thereof, the transportation of the same from the place of purchase to other States of the United States, where the said live cattle and the products thereof were and are thereupon slaughtered and dressed in the abattoirs of the said defendants, and the dressed cattle and the products thereof were and are thereupon transported to and sold in substantially each and all of the States of the United States, and also were and are exported to Europe. That the purchase, sale and transportation aforesaid of said cattle and the products thereof were and are inseparably connected with and comprised in the defendants' said business.

14. That said The New York Butchers' Dressed Meat Company was incorporated as aforesaid, in July, 1902, because and as a result of the combination of the corporate defendants herein with certain other corporations, firms and individuals, which had theretofore fixed the price of cattle and the products thereof, and curtailed the supply thereof, so that in said year 1902 the price thereof reached the highest point ever before known in the City of New York.

15. That in the said year 1902 said The New York Butchers' Dressed Meat Company was thereupon caused to be organized by various retail butchers in the City of New York, including plaintiff, as an independent purchaser and seller of said cattle and the products thereof. The said re-

tail butchers of the said City of New York subscribed to the stock thereof upon the representation and understanding that said The New York Butchers' Dressed Meat Company would be operated as an independent corporation, free from any combination or restriction of any kind with or of the defendants herein, and thereafter, as a result thereof, the abattoir of said The New York Butchers' Dressed Meat Company was erected and constructed in the City of New York, and said The New York Butchers' Dressed Meat Company proceeded to do the business hereinbefore mentioned.

16. That in or about the year 1907 the defendants, and each of them, unlawfully, and with unlawful intent and purpose, combined, conspired and confederated to and with each other, and to and with divers other persons, firms and corporations, to monopolize the said business mentioned and described in paragraph 13 of this complaint, and to prevent and restrain said The New York Butchers' Dressed Meat Company from engaging in business that would be competitive with the said business then and there conducted by the defendants herein, and to prevent and restrain said The New York Butchers' Dressed Meat Company from engaging in interstate trade and commerce with the sellers of live cattle and the products thereof at the markets aforesaid, in the States of the United States and particularly the States of Missouri, Kansas, Illinois, New Jersey and New York, and to prevent and restrain said The New York Butchers' Dressed Meat Company from purchasing in the said places the said cattle and the products thereof, and transporting the same to the State and City of New York, to be there slaughtered and dressed, and to prevent and restrain said The New York Butchers' Dressed Meat Company from then transporting to and selling the said cattle and the products thereof in the States of New York, New Jersey, Florida, Connecticut, Pennsylvania, and other States of the United States and Europe.

17. That the defendants and ecah of them did and performed, among other things, the various acts set forth as follows:

In the year 1907, the defendants, acting by and through the agency and instrumentality of the defendants Joseph, purchased a majority of the shares of the capital stock of said The New York Butchers' Dressed Meat Company, and by and through the instrumentality of said majority stock, controlled and nominated, and have since controlled and nominated, and do now control and nominate, the officers of said The New York Butchers' Dressed Meat Company and the Board of Directors thereof.

18. That thereafter, and since said purchase by the defendants herein of said majority stock of said The New York Butchers' Dressed Meat Company, the said The New York Butchers' Dressed Meat Company has been conducted, operated and controlled, not in the interests of the stockholders thereof, but solely in the interest of the defendants herein. That said The New York Butchers' Dressed Meat Company has by reason and because of said control of the defendants herein, purchased, at the markets aforesaid, only a certain fixed and limited number and amount of cattle and the products thereof, has sold the said cattle and the products thereof at a certain price, fixed, regulated and determined by the defendants herein, has refused to purchase said cattle or the products thereof in excess of such fixed amount and except at such fixed prices, and only from cer-

tain designated individuals, all of which has been determined and regulated by the defendants herein, who have dominated and still dominate the said The New York Butchers' Dressed Meat Company.

19. That by reason of the restraint aforesaid, exercised by the defendants herein, said The New York Butchers' Dressed Meat Company has purchased, at the markets aforesaid, only a fixed and limited number and amount of cattle and the products thereof, has sold the same at a fixed price, determined, as aforesaid, by the defendants herein, has refused and declined to purchase, at the markets aforesaid, such cattle, or the products thereof, except in the amount and for such prices aforesaid, and from the individuals aforesaid, designated by the defendants herein, all of which has restrained said The New York Butchers' Dressed Meat Company from engaging freely in said interstate trade and commerce, and from transporting said cattle and products, from the said respective points of purchase at the markets aforesaid outside as well as in the State of New York, to the City and State of New York, there to be slaughtered and dressed and then transported to and sold in the other States of the United States, as hereinbefore alleged.

20. That the purpose thereof of the defendants herein has been so to dominate, control and regulate the affairs of said The New York Butchers' Dressed Meat Company that the said business of said The New York Butchers' Dressed Meat Company should not compete, conflict or interfere in any way with the business of the corporate defendants herein, but should be conducted in harmoney therewith, and as a non-competitive concern.

21. That by reason of the aforesaid facts and of the said unlawful combination, agreement, confederation and conspiracy, the said The New York Butchers' Dressed Meat Company has failed and refused, in many instances, to purchase cattle at the markets aforesaid, outside of as well as in the State of New York, which could have been purchased at a most advantageous price to said The New York Butchers' Dressed Meat Company, and has failed and refused to transport the same to the City and State of New York, there to be slaughtered, and has failed and refused to transport the said cattle to and sell the said cattle in other States of the United States; has likewise failed and refused to purchase the products of said cattle at the markets aforesaid outside of as well as in the State of New York, except at such fixed prices, although in many instances the said products could have been purchased at an advantageous price, and has failed and refused to transport the said products, so offered for sale at the markets aforesaid, to the City and State of New York, there to be prepared and thereafter transported to and sold in the various other States of the United States and Europe, and has failed and refused to purchase the said products in certain instances from certain persons, at any price, because of the domination and control of the defendants herein, who have declined to permit said The New York Butchers' Dressed Meat Company to have dealings with such persons.

22. That by reason of the combination, agreement and conspiracy aforesaid, the prices of said cattle and the products thereof, paid by said The New York Butchers' Dressed Meat Company, and charged by said The

New York Butcher's Dressed Meat Company to its customers, and the prices prevailing therefor in the City of New York, have been regulated, controlled, fixed and determined by the defendants herein, for the reason that the competition of said The New York Butchers' Dressed Meat Company has been entirely eliminated.

23. That by reason of the foregoing facts and of the said unlawful combination, agreement and conspiracy, the business of said The New York Butchers' Dressed Meat Company has been greatly injured, and the stockholders thereof have, and the plaintiff herein has, by reason thereof, been greatly injured. That as a result thereof, the value of the stock of said The New York Butchers' Dressed Meat Company has depreciated and deteriorated in value, and the said stockholders have and the plaintiff herein has been deprived of the proper use that should have been made of the said corporate property of said The New York Butchers' Dressed Meat Company and the profits which could and would have been made by said The New York Butchers' Dressed Meat Company had said The New York Butchers' Dressed Meat Company not been prevented and restrained, as aforesaid, from engaging in the said business unrestricted by the dominion and control of the defendants herein.

24. That prior to the said combinations, conspiracies and monopolizations by the said defendants, hereinbefore set forth, a state of lively competition existed in the several States of the United States among the dealers, at wholesale, in cattle and the products thereof. That by reason of the said acts of the defendants, hereinbefore set forth, the said state of competition has been practically destroyed. That by reason of the said non-competitive condition thus created by the defendants, the plaintiff has been deprived of the said element of competition, and it has been impossible for the plaintiff to obtain the benefit of competition in his purchases from dealers at wholesale in meats obtained from cattle and the products thereof, and that as a result of the absence of said competition the business of the plaintiff of purchasing in the State of New York and in other States of the United States meats obtained from cattle and the products thereof, and selling the same at retail, has been greatly injured.

25. That the plaintiff has been injured by the defendants, by reason of the said unlawful acts and deeds forbidden by Act of Congress of the United States, dated July 2, 1890, entitled "An Act to Protect Commerce against Unlawful Restraints and Monopolies," in the sum of $45,000.

Wherefore plaintiff demands judgment against the defendants and each of them, jointly and severally, for the sum of $135,000.00, being three-fold damages by him sustained, and for the costs of this suit, including a reasonable attorney's fee, pursuant to the Laws of the United States in such case made and provided.

HAYS, HERSHFIELD & WOLF,
Plaintiff's Attorneys,
Office & Post Office Address,
No. 115 Broadway,
Borough of Manhattan,
New York City.

State of New York,
County of New York, } ss.:

Peter Schmidt, being duly sworn, deposes and says that he is the plaintiff herein; that he has read the foregoing complaint and knows the contents thereof; that the same is true to his own knowledge except as to the matters therein stated to be alleged upo uinformation and belief, and as to those matters he believes it to be true.

Peter Schmidt.

Sworn to before me this
6th day of August, 1909.
Eli M. Cohen,
Notary Public,
New York County.

FORM VI.—BILL IN EQUITY FOR APPOINTMENT OF RECEIVER.

To the Honorable the Judges of the [District] Court of the United States for the District of Delaware:

William Buchanan, a resident and a citizen of the City, County and State of New York, on behalf of himself and all other holders of the income bonds of the defendant corporation who may join herein, brings this his bill of complaint against Bay State Gas Company, a corporation created by and organized and existing under the laws of the State of Delaware, and a resident and citizen of said State and District. And, thereupon, your orator complains and says:

I. The defendant above named was incorporated and created by a special Act of Legislature of the State of Delaware in 1889, under the name of the Peninsular Investment Company; a copy of which Act of Incorporation is hereto annexed, and marked "Exhibit A." Immediately upon the organization of the defendant, its name was changed to Bay State Gas Company. The principal office of the defendant is in the City of Wilmington, in the State of Delaware, and it is a citizen and resident of said city and State. Your orator is a citizen and resident of the City, County and State of New York, and is the owner and holder of $100,000 par value of the income bonds of the defendant company, duly issued on the first day of May, 1889, the total issue thereof being, at their par value, the sum of two million dollars. Said entire issue of two million dollars of income bonds, together with three million dollars, par value, of the capital stock of the defendant company, was issued to one Heman G. Mulock, in consideration of the assignment by said Mulock to the defendant of a certain bond or obligation of the Bay State Gas Company of Massachusetts, for the sum of $4,500,000. A copy of the contract between the defendant and said Mulock is hereto annexed, and marked "Exhibit B."

Said Mulock acted in said transaction as the representative of the Beacon Construction Company. A corporation or a limited partnership organized under the laws of the State of Pennsylvania, of which company one J. Edward Addicks was chairman, and held 14,980 shares

out of 15,000 shares, the total number of its capital stock, and your orator subsequently purchased said hundred thousand dollars of bonds from said Beacon Construction Company, which then owned the same; and your orator paid therefor to said company the sum of $100,000 in cash. A copy of one of said bonds is hereto annexed, and marked "Exhibit C."

Said obligation of $4,500,000 was, as the complainant is informed and believes, until its alleged cancellation, as hereinafter mentioned, the only asset of the defendant company of any value, and its only source of income. During the years of 1890, 1891, 1892 and 1893, the defendant received from the Bay State Gas Company of Massachusetts, as interest upon the said bond or obligation, about $1,300,000, and thereupon paid to your orator and others interest upon its said income bonds at the rate of seven per cent. per annum in May, 1890, November, 1891, November, 1892, and April, 1893. Since April, 1893, defendant has paid no interest upon its said income bonds to your orator or other holders thereof. A copy of said bond or obligation for $4,500,000 is hereto annexed and marked "Exhibit D."

II. It is provided in said income bonds, among other things, that the defendant will pay to the bearer or assigns so much interest on said bonds not exceeding seven per cent. in any one year, and not to be cumulative, as the net earnings of the defendant for each fiscal year, ending on the 31st day of December, will pay; and, further, that "such net earnings are to be only part of the income of said company as would be applicable to the payment of dividends on its capital stock, and they shall in all events be reserved and applied exclusively to the payment of said interest before and in preference to any payment on account of any other obligation of the said company disposing of the said net income, the intention of these presents being to make the payment of said interest a first charge or lien upon the said net earnings to the extent aforesaid."

By virtue of said provision the complainant and other holders of said income bonds had and have a specific interest in the net earnings of the defendant, and a right to insist that they shall be applied to the payment, to the extent specified, of interest on said income bonds, and shall not be, directly or indirectly, pledged or incumbered for other purposes. It was and is also the duty of defendant not to contract liabilities nor use nor to dispose of its assets in any such manner as to impair its net earnings, except in the legitimate and honest management of its affairs; but notwithstanding its duty in the premises, the defendant corporation has assumed obligations for the payment of many hundreds of thousands of dollars annually; without any valuable consideration to itself, and solely for the fraudulent purpose of benefiting certain of its officers in control of its affairs, in connection with certain independent enterprises in which they were and are interested. It has disposed or attempted to dispose of the said $4,500,000 obligation of the Bay State Gas Company of Massachusetts, its principal asset, without any adequate consideration, and for the fraudulent purpose above stated. It has likewise pledged the specific income of property to

which it is entitled, for the payment of obligations other than its said income bonds, and has fraudulently transferred to one or more of its officers in control of its affairs, assets since acquired of great value, without any adequate consideration, whereby it, the defendant, has been nearly or wholly depleted of its assets, has ceased to receive any considerable income, and has been rendered insolvent. In support of said allegations, the complainant alleges the following facts:

III. Ever since the incorporation of the defendant one J. Edward Addicks has been, and now is, the president of the defendant corporation and one of its directors. During all or most of said period one F. P. Addicks, a brother of said J. Edward Addicks, has been the vice-president, treasurer and one of the directors. During the same period, or the greater part thereof, one William H. Miller, the private secretary of said J. Edward Addicks, has been the secretary of said corporation and one of its directors. The capital stock of the defendant was by its Act of incorporation fixed at the sum of $100,000, but was, immediately after its incorporation, increased to $5,000,000, of which $3,000,000 was issued to said Beacon Construction Company, of which said Addicks was then chairman and holder of substantially all its capital stock, in part payment of said obligation for $4,500,000. The balance of the $2,000,000 of its stock was issued to said J. Edward Addicks, or his representatives, although, as complainant is informed and believes, no real consideration was ever paid therefor. Subsequently, in 1894, said Addicks, fearing lest he might lose control of the defendant corporation by reason of a large part of said stock having previously been sold to independent parties, caused the capital of the defendant to be increased to $15,000,000. Said J. Edward Addicks caused said increase to be made solely for the purpose of retaining control of the defendant corporation. A sufficient amount of said new stock to enable him to remain in control was issued to him or his representatives or associates without any real consideration therefor; and said issue was fraudulent and in violation of the charter of said company, which provided that all new stock should be offered to existing stockholders in the first instance, which was not in fact done. By virtue of his control of the capital stock said J. Edward Addicks has always named the directors and officers of the defendant company and directed its affairs, and none of the officers or directors of said company have ever acted as such independently, but they and each of them have always acted as officers and directors of defendant solely as the creatures of said J. Edward Addicks.

Prior to or early in 1889, as appears by the agreement next herein referred to, said J. Edward Addicks, together with one W. E. L. Dilloway, who was the attorney of said Addicks, acquired the ownership of the entire capital stock of the Boston Gas Light Company, of the Roxbury Gas Light Company, of the South Boston Gas Light Company, and of the Bay State Gas Company, of Massachusetts, all of which were and are corporations organized under the laws of the State of Massachusetts, and engaged in the manufacture and sale of gas in the city of Boston. On the 16th day of February, 1889, said Addicks caused to be organized under the general laws of the State of New Jersey, a corpora-

tion called the Bay State Gas Company, with a capital of one million dollars. Thereupon said Bay State Gas Company of New Jersey issued its negotiable bonds to the amount of sixteen millions of dollars, of which twelve millions of dollars were and are designated as United Gas bonds, second series; and said Addicks and the said Dillaway thereupon assigned to said Bay State Gas Company of New Jersey, subject to the agreements hereinafter mentioned all their interest and the interest of each of them in the capital stock of the above-mentioned Boston gas companies in exchange for seven millions of dollars in the amount of the first series of said bonds of the Bay State Gas Company of New Jersey, and three millions of dollars of bonds of said company, second series, and its entire capital stock of one million dollars. By two agreements similar in terms, dated January 1, 1889, between said J. Edward Addicks, said W. E. L. Dillaway, said Bay State Gas Company of New Jersey, and the Mercantile Trust Company of the city of New York, a New York corporation, of one of which agreements a copy is hereto annexed marked "Exhibit E," it was provided, among other things, that as security for the payment of said bonds of the Bay State Gas Company of New Jersey, the entire capital stock of the said four Boston corporations so transferred to the Bay State Gas Company of New Jersey should be issued in the name of the said Mercantile Trust Company, as trustee, and deposited with it as security for the payment of said bonds, as aforesaid. In and by said agreements it was provided, among other things, that said mercantile Trust Company should, at all stockholders' meetings of the said Boston gas companies, vote upon the stock for such persons as directors of said Boston gas companies as the Bay State Gas Company of New Jersey should direct. It was also therein provided that the said Mercantile Trust Company, as trustee, should collect the dividends upon the stock of said Boston gas companies, as the same should be paid, and should apply the same to the payment of its compensation for services in the execution of the trusts declared by said agreements, and for its necessary expenses in and about the same; to the payment of all taxes which might be lawfully levied or assessed upon it by reason of its ownership of said stocks; to the payment of interest upon the bonds of said first and second series as the same should accrue, and to the creation, by installments, of a sinking fund, as provided in said trust agreements; and that the surplus, if any, should be paid over to the Bay State Gas Company of New Jersey. The par value of the stock of said Boston gas companies so transferred to said Bay State Gas Company of New Jersey in exchange for said ten millions of dollars of its negotiable bonds, and one million dollars of its capital stock, and so pledged with the Mercantile Trust Company, as security for the payment of ten millions of dollars of bonds, as appears from the returns of such gas companies to the Board of Gas Commissioners of Massachusetts, was the sum of $4,400,000; and, as appears from the records of the Boston Stock Exchange, the market value of said stocks was, in January, 1889, after the value had been enhanced by the endeavor of said Addicks and said Dillaway to purchase the same, only slightly over seven millions of dollars. As appears from

the terms of said ten millions of dollars of bonds, the annual interest thereon was five hundred thousand dollars. The annual charges of the trustee for its services, expenses and taxes paid amounted to from two to three hundred thousand dollars annually in addition. The total annual charges of said trustees under said agreement, exclusive of the sinking fund, amounted consequently from seven to eight hundred thousand dollars. The dividends on the stock of the four Boston gas companies, out of which said annual charges were to be paid, as appears by the sworn returns of the companies to the Board of Gas Commissioners of Massachusetts, amounted in the year ending June 30, 1889, to only $363,000, and in the year ending June 30, 1890, to only $370,200, leaving an annual deficit of, approximately, three to four hundred thousand dollars. This annual deficit the Bay State Gas Company of New Jersey, as appears by the terms of said agreement, agreed to pay to the Mercantile Trust Company; but the Bay State Gas Company of New Jersey had no assets of any kind whatsoever except the equity in the capital stock of the four Boston gas companies, which was of no value.

As appears by the contract hereinafter mentioned, some time prior to April 9, 1890, said Addicks and said Dillaway fraudulently, by exercising the control by said Addicks of defendant hereinafter described, sold and transferred to the defendant company shares of the capital stock of the Bay State Gas Company of New Jersey of the par value of $995,000. The complainant is ignorant as to what consideration was paid said Addicks and Dillaway therefor. Said stock of the Bay State Gas Company of New Jersey was of no value, as the company had no assets other than the equity in the capital stock of the four Boston gas companies, as hereinbefore stated.

On the 9th day of April, 1890, said J. Edward Addicks fraudulently caused an agreement to be made between the defendant and the Bay State Gas Company of New Jersey, which agreement was signed by said J. Edward Addicks, as president, and W. H. Miller, as secretary, of the defendant, and by said F. P. Addicks, as treasurer, and W. H. Miller, as secretary, of the Bay State Gas Company of New Jersey, of which agreement a copy is hereto annexed and marked "Exhibit F." In and by said agreement it was provided, in substance, that the defendant should pay to the Bay State Gas Company of New Jersey, from time to time, such sums of money as should become due from the Bay State Gas Company of New Jersey, to the Mercantile Trust Company under said time agreement in case the annual dividends upon the capital stock of the four Boston Companies should be insufficient to pay the fixed charges in respect of the aforesaid bonds issued by the Bay State Gas Company of New Jersey.

At the time said agreement was made, said J. Edward Addicks was the president and a director in both the defendant corporation and the Bay State Gas Company of New Jersey, and was in control of both corporations and of their respective boards of directors, both of which boards were his agents and acted under his orders. The defendant received no consideration for said agreements. The alleged consideration, namely, the assignment by the New Jersey company to the de-

fendant of any excess of dividends, was, in fact, no consideration; first, because the defendant, as owner of the capital stock of the New Jersey company, was, prior to said agreement entitled to such surplus, if any, as a dividend; and secondly, because, in fact, there was no reasonable probability of there ever being any such surplus; since the aggregate dividends of the four Boston companies for the year ending June 30, 1890, as appears in the sworn return of said companies to the Board of Gas Commissioners of Massachusetts, were only $370,200, thus leaving a deficiency of between three and four hundred thousand dollars, which the defendant, by reason of said agreement, became bound to pay to the Mercantile Trust Company of New York during that year.

The said J. Edward Addicks, the said F. P. Addicks and the said W. E. L. Dillaway were, at the time of the signing of said agreement, officers and directors of the four Boston companies, and were familiar with said facts. Said J. Edward Addicks caused said agreement to be made by the defendant solely for the fraudulent purpose of further securing the ten millions of dollars of bonds of the Bay State Gas Company of New Jersey, which were owned by said Addicks and said Dillaway, and to enable said Dillaway to sell and dispose of the same; and there was no intention or expectation of benefiting the defendant thereby.

As appears by the sworn returns of the Boston gas companies to the Board of Gas Commissioners of Massachusetts for the year ending June 30, 1891, the aggregate dividends upon the capital stock of the four companies amounted to only $319,500; for the year ending June 30, 1892, to only $372,600; for the year ending June 30, 1893, to only $371,350; for the year ending June 30, 1894, to only $509,400, and for the year ending June 30, 1895, to only $469,900. The defendant has, in pursuance of said fraudulent agreement, from time to time, paid to the Bay State Gas Company of New Jersey large sums of money, aggregating several hundreds of thousands of dollars a year. Since the 1st day of May, 1894, the defendant has paid to the Bay State Gas Company of New Jersey large sums of money, aggregating several hundreds of thousands of dollars a year. Since the 1st day of May, 1894, the defendant has paid to the Bay State Gas Company of New Jersey, in addition to the sums necessary to pay the balance of the interest, taxes and other charges upon said bonds, a sum amounting to between eighty and ninety thousand dollars a year, for the purpose of providing a sinking fund for the retirement of said bonds. Said agreement between the defendant and the Bay State Gas Company of New Jersey was and is fraudulent and void as against the complainant and the other holders of the income bonds of the defendant. The payments made thereunder were illegal and fraudulent dispositions of the assets of the defendant company, whereby its net earnings were impaired to such an extent that the defendant has not been able to pay any interest upon its income bonds since the 1st of May, 1893, and has paid no such interest to your orator or other holder of said income bonds since said date.

So long as the defendant remains under the control and management of said J. Edward Addicks, and as long as it has any assets left, it will continue to make payments to said Bay State Gas Company of New Jersey, in pursuance of said fraudulent contract, and it threatens and intends to make said payments. The Bay State Gas Company of New Jersey has no assets of any value, and if such payments are allowed to continue the defendant and its creditors will be unable to recover the amounts so paid.

IV. In the year 1893 a committee of the Legislature of the Commonwealth of Massachusetts investigated the affairs of the Bay State Gas Company of Massachusetts, and its affiliated companies, and as the result of such investigation an Act was passed, being Chapter 474 of the Acts of the year 1893, by which it was provided, among other things, in substance, that the charter of the Bay State Gas Company of Massachusetts should be revoked and annulled, unless said company should, prior to December 1, 1893, "procure or cause a certain obligation for $4,500,000, dated the 11th day of March, 1885, and issued by said company as part consideration for a contract for the construction of its works, to be legally canceled and discharged, and shall surrender and deliver the said obligation thus legally canceled and discharged to the Commissioner of Corporations." And in Section 4 of said Act it was further provided that said Massachusetts corporation "The Bay State Gas Company may, for the purpose of procuring such cancellation and delivery of said obligation, issue to the holder or holders of said obligation, upon the said delivery, stock to an amount equal to the excess of the actual market value of the property of said company over five hundred thousand dollars, not including therein any value of its franchises." Said obligation for $4,500,000 was the same one which had been assigned, as aforesaid, to the defendant, and in part payment for which the income bonds of the defendant had been issued, and at the time of the passage of said Act it was held by the defendant and was its only asset of any substantial value. In case of the dissolution of the Bay State Gas Company, of Massachusetts, as provided in said Act, the defendant, as holder of said obligation, had and has a claim on the property of the Bay State Gas Company of Massachusetts, which property then was, and still is, of great value, being valued in the sworn returns of the officers of the company at over five millions of dollars, and which was valued by Commissioners subsequently appointed under the terms of said Act at two millions of dollars, exclusive of its franchises. Had said property of said Massachusetts company been then sold and distributed among its creditors, said outstanding $4,500,000 would have been paid in full. At the time of the passage of said Act said J. Edward Addicks, by virtue of his control of the defendant company, controlled the affairs of the Bay State Gas Company of New Jersey, the stock of which was owned by the defendant company, and by virtue of the control of the Bay State Gas Company of New Jersey he was enabled to name the directors of the four Boston gas companies, who were elected by the Mercantile Trust Company as holder of the capital stock of said companies. By virtue of said control said Addicks has caused himself, his brother,

F. P. Addicks, and his attorney, said W. E. L. Dillaway, to be elected officers and directors of said four Boston companies, and the said J. Edward Addicks to be elected president of the Boston Gas Light Company; and, at the time of the passage of said Act, as appears by the testimony of said Addicks at said investigation, he was in receipt of a salary of $25,000 per annum as president of the Boston Gas Light Company, paid by said gas light company to him, which salary was fraudulently paid and grossly in excess of the value of his services as such president. If the charter of the Bay State Company of Massachusetts had been revoked, as provided in said Act, it would have resulted in a default, under the terms of the trust agreement securing the $10,000,000 of bonds acquired by said J. Edward Addicks and said Dillaway, as aforesaid, and in the sale by the Mercantile Trust Company of the capital stock of said four Boston companies, and the same with the control of said Boston companies would have passed out of the control of said Addicks. Thereupon, for the fraudulent purpose of promoting his own interests and in utter disregard of the interest of the defendant corporation, of which he was then president and a director, and which he controlled, said Addicks caused said obligation for $4,500,000 to be delivered to the said Mercantile Trust Company, which company, as appears from the original obligation now in the hands of the Commissioner of Corporations of Massachusetts, endorsed upon it what purported to be a cancellation thereof, and delivered the same to said Commissioner of Corporations. Thereafter, under the provisions of said Act, the Mercantile Trust Company, as owner of all the stock of the Bay State Gas Company, of Massachusetts, caused the capital stock of said company to be increased to two millions of dollars, being $1,500,000 in addition to its original capitalization, and, at the request and with the connivance of said J. Edward Addicks, wrongfully, and in utter disregard of the rights of the complainant and the income bondholders of the defendant, caused such new stock to be issued to it, said Mercantile Trust Company, as additional security, to secure said bonds of the Bay State Gas Company, of New Jersey, under the trust agreements hereinbefore mentioned relating to the issue of said bonds.

Thereafter, said Mercantile Trust Company, in violation of said trust agreements, certified and delivered to said J. Edward Addicks $1,300,000, or thereabouts, in amount of the first series of said bonds, in addition to the several millions of dollars of said first series already issued, and said Addicks delivered said bonds to the defendant; and said bonds, which never had a value equal to their par value, are the only consideration the defendant ever received for the alleged surrender and cancellation of the $4,500,000 obligation, which then was worth at least $4,500,000. Prior to the delivery of said bonds to the defendant—to wit, in 1893—the fixed charges on the ten millions of dollars of bonds already issued were between seven and eight hundred thousand dollars per annum, and the aggregate dividends of the Boston gas companies were only $371,350, thus leaving an annual deficit of between three and four thousand dollars to be paid by the defendant to the Bay State Gas

company, of New Jersey, under the fraudulent agreement hereinbefore set out. After the issue of said new stock of the Bay State Gas Company, of Massachusetts, the dividends of said four Boston gas companies were, for the year ending June 30, 1894, only $509,400, and the fixed charges on the outstanding bonds, amounting to ten millions of dollars, including the payment into the sinking fund, which became due the first day of May, 1894, were between seven and eight hundred thousand dollars; thus leaving a deficit of between $250,000 and $350,000 to be provided and paid by the defendant as aforesaid. The issue of $1,300,000 more bonds to the defendant gave it an income of five per cent, thereon, or $65,000 per annum, so long as it held them. But as the same have increased the annual amount which defendant was required to pay to the Bay State Gas Company of New Jersey by the amount of such interest, and also by the amount of $13,000 per annum, by which the annual payment into the sinking fund was thus increased, the issue of said bonds to the defendant company, instead of adding to its income reduced its income to the amount of $13,000 per annum. At that time the defendant had no other assets of any value. The cancellation of said $4,500,000 obligation, the issue of the new stock of the Bay State Gas Company of Massachusetts to the Mercantile Trust Company, as trustee, instead of to the defendant, and the issue of $1,300,000 of additional bonds, and their delivery to the defendant, were procured by said J. Edward Addicks through the exercise of his control over defendant's Board of Directors and otherwise, for fraudulent purposes of his own and in utter disregard of the interest of the defendant corporation and the rights and interests of the holders of the income bonds of the defendant.

Said J. Edward Addicks has claimed to be a creditor of the defendant company for large amounts, but the complainant, your orator, charges, upon information and belief, that such indebtedness is fictitious. The complainant further charges, upon information and belief, that the defendant has been caused, by said Addicks, to apply a substantial portion of said $1,300,000 bonds, or the proceeds thereof, to the settlement of its alleged indebtedness to the said Addicks, said Addicks being all the time president and director of the defendant corporation, and in control of it and its Board of Directors. The complainant charges, upon information and belief, that the amounts so received by said Addicks, largely exceed any just claims which he has against the defendant company.

V. But for the said fraudulent acts of the defendant, as induced by said Addicks, whereby the assets and income of the defendant have been fraudulently and illegally diverted, the net earnings of the company would have been sufficient to pay interest equal to seven per cent. upon the income bonds of the defendant up to and including the present time; and the defendant owes the complainant, in respect to said income bonds, such interest from April 1st, 1893, at said rate, to date. Your orator charges, upon information and belief, that the defendant has been compelled by said Addicks, by the exercise of his control over its Board of Directors, as aforesaid, to fraudulently dis-

pose of nearly, if not all, of the said $1,300,000 of bonds which constituted its only valuable assets, for the purpose of making such fraudulent settlements with said Addicks, and for the purpose of making said payments to the Bay State Gas Company, of New Jersey. The only assets of the defendant of any value are such portions of said $1,300,000 of bonds, if any, as have not heretofore been disposed of, and the stock of the Bay State Gas Company, of New Jersey, which is of no value. Outside of its capital stock and the principal of its $2,000,000 of income bonds, its liabilities actually due consist of sundry floating indebtedness amounting, as your orator is informed and believes, to several hundreds of thousands of dollars, and of the accumulated interest upon said income bonds amounting to $420,000. On January 1st, 1897, the semi-annual interest upon the bonds secured by said trust agreements, amounting to at least $282,500, will become due, and the defendant will be obliged to make a large payment to the Bay State Gas Company, of New Jersey, to cover the deficit. The defendant company is insolvent. The defendant company intends to use any assets which may still remain to it for the purpose of continuing its payments to the Bay State Gas Company, of New Jersey, as the same become due. The defendant company will not, so long as it remains in the control of said Addicks, take any steps to avoid the fraudulent contracts, obligations and transfers hereinbefore mentioned, or to recover back any of its assets so wasted and misappropriated, as aforesaid. Unless restrained by this Court the defendant threatens and intends to remove its assets, bonds and papers into another State and district. The amount due to your orator from the defendant company, and in controversy hereunder, exclusive of interest and costs, exceeds the sum of $2,000. Your orator did not acquire knowledge or notice of the fraudulent acts hereinabove set forth before the first day of September, 1896. Your orator is without any adequate relief at law. Your orator offers to do whatever equity requires in the premises. Wherefore, your orator prays as follows:

1. That a subpœna may issue out of this Honorable Court, directed to said defendant Bay State Gas Company, requiring and commanding it to appear in this cause upon a day certain and answer the several allegations in this bill of complaint contained, an answer under oath being hereby expressly waived.

2. That it may be adjudged and decreed by this Honorable Court that the said defendant was, at and before the time of the filing of this bill of complaint, and now is, insolvent.

3. That the said defendant Bay State Gas Company may be compelled to render a full, true and perfect account, under the direction of this Honorable Court, of all money, assets and property of whatsoever nature which have been received or owned by it since the date of its incorporation to the present time inclusive, and of the income thereon, together with all payments and all dispositions made by it of its moneys, assets and property of every nature and description since said date.

4. That it may be adjudged and decreed by this Honorable Court

that, but for the illegal and fraudulent disposition of its assets by the defendant, its net earnings would have been sufficient to pay to your orator and other holders of said income bonds interest on the income bonds held by him and them as aforesaid, at the rate of seven per cent. per annum from the first day of May, 1893, to the present time, and that the defendant be ordered to pay the same to your orator and the other income bondholders, and that its remaining assets be divided among its creditors.

5. That for the purpose of preserving its assets of the defendant from further misappropriation, and for the purpose of recovering for its creditors so far as possible such portions of its assets as have been disposed of fraudulently and without consideration, one or more suitable persons may be appointed interlocutory receiver or receivers of the assets, effects and credits of the defendant, to preserve the same until the final decree herein, with all the powers conferred by Chapter 181 of the Laws of the State of Delaware for 1891, and such other powers in the premises as to this Honorable Court shall seem fit; and that said receiver herein be continued in the final decree to carry the same into effect.

6. That the said defendant and its officers, directors, agents, attorneys and servants may be perpetually enjoined and restrained by injunction of this Honorable Court from selling, alienating or in any manner disposing of any of the property, money, choses in action, securities, assets or effects whatsoever of the said defendant, or from removing from the District of Delaware or otherwise disposing of any documents, contracts, obligations, records, books, accounts or papers belonging to or in the possession or control of the said defendant or its officers, directors, agents, attorneys or servants, and that a preliminary injunction may issue out of this Honorable Court enjoining and restraining the said defendant, its officers, directors, agents, attorneys and servants in like manner until the further order of the Court.

7. That your orator may have for it other and further remedy in the premises as may be just, including its costs.

And your orator will ever pray, etc.

ANTHONY HIGGINS,
Solicitor for Complainant.
Wilmington, Delaware.

ANTHONY HIGGINS,
FREDERICK E. SNOW,
ROGER FOSTER,
Of Counsel.

([*District*] *Court of the United States, District of Deleware.*)

WILLIAM BUCHANAN, against BAY STATE GAS COMPANY.	
STATE OF NEW YORK, SOUTHERN DISTRICT OF NEW YORK, CITY AND COUNTY OF NEW YORK,	ss.

WILLIAM BUCHANAN, being duly sworn, says: I reside in the City, County and State of New York, and I am the complainant herein. Each and every allegation in the foregoing bill of complaint is true to my own knowledge except as to the matters therein stated to be alleged upon information and belief, and as to these matters I believe it to be true. I hereby incorporate the foregoing bill into this affidavit and refer to the same with the same effect as if it were herein repeated specifically and at length.

WILLIAM BUCHANAN.

Sworn to before me this 13th day of October, 1896.
(Notarial Seal.)

HENRY HIGGINS,
Notary Public,
N. Y. Co.

FORM VII.—FRIENDLY BILL FOR APPOINTMENT OF RECEIVER.

[*Re* Metropolitan Railway Receivership, 208 U. S. 90.]

In the [*District*] *Court of the United States, for the Southern District of New York.*

THE PENNSYLVANIA STEEL COMPANY and THE DEGNON CONTRACTING COMPANY, Complainants, *against* NEW YORK CITY RAILWAY COMPANY, Defendant.	In Equity.

To the Judges of the [*District*] *Court of the United States, for the Southern District of New York:*

Your orators, The Pennsylvania Steel Company, a corporation duly organized and existing under the laws of the State of Pennsylvania, and a citizen of said State, and The Degnon Contracting Company, a corporation duly organized and existing under the laws of the State of New Jersey, and a citizen of said State, bring this their bill of complaint on their behalf and on behalf of all other creditors of New York City Railway Company, defendant, who may hereafter join in the prosecution of this suit against the New York City Railway Company, a corporation organized and existing under and by virtue of the laws of the State of New York and a citizen of said State, resident in the

Southern District of New York, and thereupon your orator alleges as follows:

FIRST. That your orator, The Pennsylvania Steel Company, is a corporation duly organized and existing under the laws of the State of Pennsylvania and a citizen and resident of said State, and your orator, The Degnon Contracting Company is a corporation duly organized and existing under the laws of the State of New Jersey and a citizen and resident of said State.

SECOND.—On information and belief that the defendant was at all the times hereinafter mentioned and is a corporation, duly organized and existing under and by virtue of the laws of the State of New York and a citizen of said State, having its principal office in the City of New York, and a resident of the Southern District of New York.

THIRD.—On information and belief that the defendant, New York City Railway Company, was organized under the laws of the State of New York on or about the 25th day of November, 1901; that the defendant owns and operates certain lines of street railway in the Borough of the Bronx, in the City of New York, and also is in possession of and is operating as hereinafter set forth the system of street railways of the Metropolitan Street Railway Company in said city; that said defendant through owership of capital stock also controls other companies owning other lines of street railway in said city; that the total mileage of the system of the defendant, including the mileage of leased lines and lines of companies controlled through ownership of stock, is upwards of five hundred (500) miles, and said system of the defendant embraces practically the entire surface traction system in the Borough of Manhattan and in the Borough of the Bronx, in said City of New York; that appurtenant to the railroads of said defendant are various rights, easements and privileges growing out of the same and connected therewith and the defendant has other franchises and easements and holds valuable contracts, including contracts for mail and express service.

FOURTH.—On information and belief, that the defendant is in possession of and operates the main lines of its system under a lease bearing date of the 21st day of March, 1902, made to it by said Metropolitan Street Railway Company, by which said lease said lessor leased to the defendant the entire system of the lessor then owned or thereafter to be acquired by said lessor during the term of said lease, for the term of nine hundred and ninety-nine years from the date of said lease; that the system of said lessor so leased to the defendant embraced not only the lines owned by said Metropolitan Street Railway Company, but also all lines leased to said lessor, embracing among others the lines of the Third Avenue Railroad Company, which, including as well all lines at the time owned as all subsequent additions, said Third Avenue Railroad Company, by indenture of lease, bearing date the 13th day of April, 1900, had demised to said Metropolitan Street Railway Company for the term of nine hundred and ninety-nine years from the date of said indenture of lease; that in addition to said lines of said Third Avenue Railroad Company, said lease made by the Metropolitan Street

Railway Company to the defendant embraces the lines of the following companies theretofore leased to said Metropolitan Street Railway Company or its predecessors, by various indentures of lease:

[Next followed description]

and that by said lease, made by said Metropolitan Street Railway Company to the defendant, it is among other things provided that in case the defendant, said lessee, shall fail to pay the rent provided for in said lease as the same should accrue, and any such default should continue for the period of twelve months after written demand, and notice, the leasehold estate thereby created might at the option of said lessor be terminated.

Fifth.—On information and belief, that said defendant has an authorized capital stock of Twenty million dollars, of which there has been issued and is outstanding stock to the amount of Thirteen million dollars; that the lines of railway owned by said defendant are not subject to mortgage, but the lines embraced in its system are subject to the following mortgage indebtedness, which is now outstanding, the refunding mortgage of said Metropolitan Street Railway Company being, and being expressed to be, subject to said lease of February 14, 1902, made by said last named Railway Company to the defendant:

That your orators are informed and believe that failure to meet the interest on such mortgage indebtedness, as such interest matures, will operate also as a default under the mortgage securing the indebtedness the interest on which shall so become in default, and render such mortgage enforceable.

Sixth.—On information and belief that the defendant, since entering into possession as aforesaid under said lease from said Metropolitan Street Railway Company, has operated all the lines owned and leased by it as parts of a single system, constituting routes over different lines or parts of lines, connecting separated lines over parts of intermediate leased lines or lines of controlled companies, interchanging equipment among the various lines and furnishing equipment as might be required to meet from time to time the varying requirements of particular lines, supplying power and using power houses, car barns and stations as seemed best for the effective and economical operation of the system as a whole, and also establishing a system of transfers between various lines and routes; that the defendant owns equipment to a substantial amount, which has been used over the system as varying requirements of operation made necessary, without assignment to any particular line or lines; and your orators are informed and believe that many of the leased lines in defendant's system are without adequate equipment of their own; and your orators are further informed and believe that in many cases the motive power employed on leased lines or lines of controlled companies has been changed to electricity without supplying said lines with independent power houses or other independent sources of supply of power, leaving such lines dependent for power on other lines of the system.

Seventh.—Your orator The Pennsylvania Steel Company alleges positively and your orator The Degnon Contracting Company on informa-

tion and belief that the defendant is indebted to your orator The Pennsylvania Steel Company in the sum of Thirty-six thousand eight hundred and thirty-one and 38/100 dollars ($36,831.38) for rails and track material furnished and supplied by your orator The Pennsylvania Steel Company to the defendant, at the request of the defendant, and for which the defendant agreed to pay your orator The Pennsylvania Steel Company said sum of Thirty-six thousand eight hundred and thirty-one and 38/100 dollars ($36,831.38) and payment of said sum has been duly demanded by your orator The Pennsylvania Steel Company from the defendant and payment thereof refused and the same is now wholly due and unpaid; that said rails and track material were so supplied to the defendant for the purposes of the operation of its street railway system and to enable the defendant to comply with and fulfill the duty towards the public which the defendant as well as the respective lessors of the defendant, owed to the public, and to discharge its and their obligations respectively under the franchises for the operation of their respective lines, and were used for the purposes aforesaid; that your orator The Degnon Contracting Company alleges positively, and your orator The Pennsylvania Steel Company on information and belief, that the defendant is indebted to your orator The Degnon Contracting Company in the sum of Eleven thousand one hundred and seventy-three dollars and twenty-seven cents ($11,173.27) for work and labor done for the defendant at the request of the defendant, for which the defendant agreed to pay your orator The Degnon Contracting Company said sum of $11,173.27 and that payment of said sum has been duly demanded by your said orator from the defendant and payment thereof refused and the same is now wholly due and unpaid.

Eighth.—That your orators are informed and believe that since entering into possession of the premises demised under said lease made by said Metropolitan Street Railway Company, the defendant has expended large sums, aggregating more than Twenty million dollars, in making extensions, improvements and additions, and other capital expenditures, to and upon lines of its system including its leased lines and lines of controlled companies, and has so expended large amounts in the electrification of various lines theretofore operated by horses, and that said expenditure has greatly benefited such lines of railroad and enhanced the value of said leased properties, and properties of controlled companies; but that the expenditures required for that purpose have exceeded the resources of the defendant; that the defendant has recently entered into contracts for electrification, which are now in course of performance; that the ultimate liability of the defendant under such contracts is upwards of Four million dollars; that the defendant is and will be unable to meet such liability, and that notwithstanding large amounts have been expended in the purchase of materials and otherwise in connection with such electrification, such work must be suspended, thereby causing heavy loss to the defendant and subjecting the defendant to heavy liabilities; that the defendant has been required and will be required to make large expenditures for the maintenance and repair of its system and among other things has entered into contracts

for new equipment to replace equipment destroyed, or otherwise requisite for the operation of its system; that said equipment will shortly be deliverable and that the defendant will be unable to pay therefor, although immediately necessary for the operation of its lines; that in the course of the operation of its lines, numerous accidents have occurred, in respect of which suits have been brought and are now pending, and that said suits to the number of several thousand are now upon the calendars of the courts awaiting trial, and that the defendant will be without means to meet judgments recovered in said suits.

NINTH.—That your orators are informed by the officers of the defendant and believe that the defendant has outstanding floating indebtedness for materials, equipment, taxes and supplies furnished, to the amount of upwards of Two million dollars; that said floating indebtedness is now overdue; that the defendant is unable to pay the same, and that the holders thereof are pressing for payment thereof, that the defendant also has outstanding obligations to the amount of several million dollars, the payment of which is secured by obligations of various companies controlled by the defendant or owning leased lines embraced in the defendant's system; that said obligations are payable on demand and that the defendant is without means to pay such obligations, or under existing financial conditions to effect new loans against such collateral and is without other collateral available for such purpose. Your orators are informed and believe that the defendant has no means at hand with which to meet its immediate pressing needs in operating its system; that many of the creditors to whom the defendant is liable are pressing the defendant for immediate payment, and that some of said creditors may bring suits in respect of their said claims, and may levy execution on the lines of railroad owned by the defendant and on the material supplies and other property of the defendant on hand and kept by the defendant for necessary use in operating said railway system, and your orators allege that there is grave danger that the lines of the defendant may no longer be operated in a single system, but the various lines which are now owned or controlled or leased by the defendant may be broken up and be separately operated; that there is likewise grave danger that suits may be instituted against the defendant in respect to the claims above stated; and that it is essential to the interest of the defendant and to the interest of the public and to your orators that the property of the defendant should not be sacrificed; that the position of the defendant is the more acute by reason of the depressed financial situation; that the gross income of the system decreased during the last fiscal year about Six hundred thousand dollars, while the expenses of operation and maintenance increased about the same amount, an aggregate difference of about One million two hundred thousand dollars; that the claims for special franchise taxes which are now in litigation, amount to over Three million dollars, and the Comptroller of the City of New York is pressing for the payment of these taxes, and that the defendant has not sufficient credit to obtain the funds required for the operation of its properties.

TENTH.—And your orators allege, on information and belief, that the only means whereby the defendant can meet its obligations under said

lease from said Metropolitan Street Railway Company and pay its floating indebtedness and discharge its current obligations, is by the continued maintenance and operation of said system as a whole by an uninterrupted use thereof; that any suits upon or process against its properties or its revenues would seriously embarrass and cripple it, and diminish, if not destroy, its power successfully to operate said system, in the exercise of its franchises; that said system, together with all its appurtenances, rolling stock and other property connected therewith are now in a reasonably good state and condition; that the railroads operated by the defendants are so numerous and extensive as to constitute practically the entire street surface railroad system in the County of New York; that during the last year the lines owned or leased by the defendant carried about four hundred million passengers, and the average number of persons employed by the defendant and its various controlled and allied corporations will exceed six thousand; that it is of vital importance to the people of said County of New York that said system shall continue to be operated as a whole, and to this end it is of like inportance that said system shall be preserved; that notwithstanding the fact that every effort has been made to provide funds for the payment of the indebtedness of the defendant, or for the extension of the time of payment thereof, such efforts have proved unsuccessful; that unless some definite action is taken on behalf of all the creditors so that the operation of defendant's system may be kept intact, great and severe loss will be inflicted on all creditors; that the credit of the defendant has been seriously impaired; that it has not money to pay the debts which have matured, and has no reasonable hope of finding assistance from any quarter to enable it to do so, and that the defendant is insolvent.

Your orators believe unless the Court, in view of the facts above set forth, shall take said system of the defendant into judicial custody for the protection of every interest therein, that immediately upon default, individual creditors will assert their rights and remedies in different Courts; that the result will be a multiplicity of suits and a race of diligence; that attempts will be made to secure judgments and priorities; that levies will be made upon cars, rolling stock, material and supplies indispensable to the operation of the system, which will greatly interfere with, and ultimately prevent defendant from, the proper performance of its duties as a common carrier, and of its mail and express contracts, and will seriously diminish its earnings; that it will be impossible to operate the system as a whole, and the system of transfers among the lines in said system will be broken up, to the serious inconvenience of the public, and a most important and valuable property dismembered, which might be preserved by adequate judicial protection in this Court.

And your orators allege that an attempt by your orators to enforce at law their claims as general creditors would precipitate similar action on the part of other creditors, and this in turn would lead to wasteful strife and controversy, which your orators believe can be avoided, and the property preserved for equitable distribution among those entitled thereto,

only by the intervention of a Court of equity and the granting of equitable relief, including the appointment of a Receiver.

ELEVENTH—That under these circumstances the interference of a Court of equity for the protection of your orators' rights, is imperatively required, and especially for the timely appointment of a Receiver to take charge of and preserve the property of the defendant, continue the operation of its system for the accommodation of the public, and collect and receive and properly appropriate the income thereof until the final decree of the Court in the premises.

TWELFTH—That this is a civil suit in the nature of a claim in equity, and the matter in dispute exceeds, exclusive of interest and costs, the sum of Five thousand dollars.

THIRTEENTH—Inasmuch, therefore, as your orators have no adequate remedy at law for their aforesaid grievances, and can have relief only in equity, your orators file this bill of complaint in behalf of themselves and other creditors of the defendant, who may come in and contribute to the expense thereof, and pray for equitable relief, as follows:

1.—That the rights of your orators and all the other creditors of the defendant may be ascertained and decreed, and that the Court will fully administer the fund in which your orators are interested, constituting the entire railroad system and other assets of the defendant, and will for such purpose marshal all the assets of the defendant and ascertain the several and respective liens and priorities existing thereon, and enforce and decree the rights, liens and equities of the creditors of the defendant, as the same may be finally ascertained and decreed by the Court upon respective interventions or applications of each and every such creditor or lienor in and to each and every portion of the assets and property of the defendant.

2.—That for the purpose of preserving the unity of the system of the defendant as it has been maintained and operated, a Receiver may be appointed for the defendant and of all the property of the defendant, real, personal and mixed, of whatsoever kind and description and wheresoever situated, including all railroads owned, leased or operated, tracks and terminal facilities, rolling stock, franchises, leases, rights and properties with full power to sue for, collect, receive and take into his possession, goods, chattels, rights, credits, moneys, effects, lands, tenements, books, papers and property of every description of the defendant, and with all the incidental powers ordinarily vested in Receivers in like cases, and with full power and authority to run and operate such railroads, estates and property, and to collect and receive all rents, issues, profits and income thereof, and to apply the said income and receipts thereof under the orders or decrees of the Court, for such period as the Court shall order, to protect and preserve the corporate franchises, privileges and property, and to preserve the corporate existence of the defendant and to protect and preserve the said railroads, estates and property, real and personal, from being sacrificed under any proceedings which can or may be taken, liable to prejudice or sacrifice the same and to do any and all acts which may be necessary to preserve valuable rights and franchises of the defendant, or otherwise requisite or proper.

3.—That temporarily and pending this suit, an injunction may issue against the defendant and all persons claiming and acting by, through or under it, and all other persons, to restrain them from interfering with said Receiver taking possession of said property, and that your orators may have such further relief in the premises as the nature of the case may require and as may be agreeable to equity.

4.—That the defendants be required to answer all and singular the matters above stated.

5.—That a writ of subpœna may be granted to your orators to be directed to the defendant, thereby requiring the defendant personally to appear on a certain day before the Court and then and there full, true, direct and perfect answer make to all and singular the premises (but not under oath, which is hereby expressly waived), and further to perform and abide by such further order, direction or decree therefor, as to the Court shall seem meet.

6.—That your orators have such further and other relief as the Court may deem proper and equitable.

And your orators will ever pray, etc.

(Sgd.) BYRNE & CUTCHEON,
Solicitors for Complainants.

(Sgd.) JAMES BYRNE,
Of Counsel.

STATE OF NEW YORK,
County of New York, } ss.
Southern District of New York.

JOHN V. W. REYNDERS, being duly sworn, deposes and says that he is the Vice-President of The Pennsylvania Steel Company, one of the complainants above named: that he has read the foregoing bill of complaint and knows the contents thereof and that the same is true of his own knowledge except as to the matters therein stated to be alleged on information and belief and as to those matters he believes it to be true.

(Sgd.) JOHN V. W. REYNDERS.

Sworn to before me this 24th day of September, 1907.

(Sgd.) EDMUND KIRBY,
[SEAL.] Notary Public,
New York County,
New York.

STATE OF NEW YORK,
County of New York, } ss.
Southern District of New York.

NATHANIEL J. HAYWOOD, being duly sworn, deposes and says that he is the Secretary of Degnon Contracting Company, one of the complainants above named: that he has read the foregoing bill of complaint and knows the contents thereof and that the same is true of his own knowledge except

as to the matters therein stated to be alleged on information and belief and as to those matters he believes it to be true.

(Sgd.) NATHANIEL J. HAYWOOD.

Sworn to before me this 24th day of September, 1907. }

(Sgd.) EDMUND KIRBY,

[SEAL.] Notary Public,
New York County,
New York.

FORM VIII.—BILL IN EQUITY FOR THE APPOINTMENT OF ANCILLARY RECEIVER.

To the Honorable Judges of the [District] Court of the United States for the Southern District of New York:

Ridgway Bowker, of Camden, in the State of New Jersey, who is a citizen of said State of New Jersey, brings this his bill against Haight & Freese Company, which is a corporation incorporated under the laws of the State of New York, and which is a citizen of and resident and doing business in the City, County and State of New York, and having its principal place of business at No. 53 Broadway, Borough of Manhattan, County and City of New York, and against the Seaboard National bank organized under the laws of the United States, and having its principal place of business in the City, County and State of New York, and against the Colsolidated National Bank, which is a national bank organized under the laws of the United States, and having its principal place of business in the City, County and State of New York, and the Produce Exchange Safe Deposit and Storage Company, which is a corporation incorporated under the laws of the State of New York, and having its principal place of business in the City, County and State of New York, and John Doe and Richard Roe, who are citizens of the City, County and State of New York, whose names are fictitious, the true names of the defendants Doe and Roe being unknown to your orator.

And thereupon your orator complains and says that he brings this bill as a creditor of the said defendant, Haight & Freese Company, on his own account and on behalf of all such other creditors as may choose to join therein, and contribute to the expense of this action; that the said defendant, Haight & Freese Company, pretended, has pretended and pretends to carry on the business of buying and selling stocks, bonds, securities and commodities as brokers upon commission, and to execute orders for the purchase and sale of such stocks, bonds and securities; that with the purpose of deceiving and defrauding such persons as may be induced to deal with it, the said defendant has organized offices to carry on such pretended business in the cities of New York, Boston and Philadelphia, with branch offices and connections elsewhere; that the said defendant, although authorized by its charter to buy and sell stocks, bonds, securities and commodities upon commission, in reality executes no orders for the purchase or sale of the same, except when it becomes necessary to do so for the purpose of covering up and concealing the real nature of its busi-

ness, which is in substance to accept all orders for the purchase and sale of any stocks, bonds, commodities and securities which may be given to it at the market prices, and by inducing its customers to execute powers of attorney or other authority for the purchase and sale of the same, and by permitting and inducing customers to trade upon very slight margins, to take advantage of market fluctuations in such a way that the account of each customer may be pretended and represented to have been sold out at prices showing losses to such customers. That in pursuance of the aforesaid fraudulent scheme, said defendant charges its customers commissions for the pretended execution of their orders of purchase and similar commissions for pretended execution of orders of sale, and interest computed upon the difference between the amount paid by such customers as margins and the whole market value of the securities supposed to have been purchased as aforesaid, and upon fictitious loans and balances, so that the interest so charged amounts to a very large sum: that for the purpose of carrying on the said pretended business the defendant has a special form of contract with its customers which is as follows:

"When stocks are purchased this order may be executed in any city or place, whether on any exchange through a member thereof and subject to its customs and rules, or by private purchase, as Haight & Freese Company may elect; and any other client of Haight & Freeze Company may be the seller. But Haight & Freese Company is not to be obliged to disclose the name of any client in any event. The purchase may be made Delivery on purchaser's demand. Haight & Freese Company may pledge for any amount the securities, when bought, mingled with the securities of other customers or of brokers themselves, and may loan any stock, giving borrowers the right to sell and to return different certificates, and may, without any demand of, or notice to me whatever, and on any exchange, or by private sale, close out all transactions on margin: (1) as to securities, whenever margin is less than one-half of one per cent of the aggregate of the par value of all the securities being carried for me on margin, and (2) as to commodities whenever margin is exhausted. All orders to buy, hereafter or heretofore given, are to be considered as subject to the above unless otherwise expressly stipulated therein."

And when stocks are sold, as follows:

"This order may be executed in any city or place, either on any exchange through a member thereof and subject to its customs and rules, or by private sale, as Haight & Freese Company may elect, and any other client of Haight & Freese Company may be the buyer. But Haight & Freese Company is not to be obliged to disclose the name of any client in any event. Haight & Freese Company may, without any demand of, or notice to me whatever, and on any exchange, or by private purchase, close out all transactions on margin: (1) as to securities, whenever margin is less than one-half of one per cent of the aggregate of the par value of all the securities being carried by me on margin, and (2) as to commodities whenever margin is exhausted. All orders to sell hereafter or heretofore given, are to be considered as subject to the above unless otherwise expressly stipulated therein."

That if the account of any customers dealing with said defendant is not closed out so as to show a loss, or if the result of the double charges for commissions and the interest charged upon fictitious loans and balances as aforesaid, does not exceed any apparent profit made by such customer, he is induced to continue his trading until the account shows a loss, or until the same has been closed out for lack of sufficient margin; but in fact no business is transacted, and all transactions are entirely fictitious and fraudulent as against its customers.

That your orator on or about the 20th day of July, 1903, intending to become a customer of the said defendant corporation, Haight & Freese Company, and intending to make investments in the purchase and sale of stocks, bonds and commodities through said defendant, went to the office maintained by it at Philadelphia, in the State of Pennsylvania, and was induced by the defendant to execute a power of attorney and deposit the same with it, and at or about the same time to deposit the sum of One Hundred and Fifty Dollars ($150), and subsequently, and from time to time thereafter your orator did deposit other sums of money amounting in all to the sum of Three Thousand, three hundred and fifty dollars ($3,350). That at or about the same time one Daniels in the office of the defendant was introduced to your orator by the defendant's manager and director, one George G. Turner, and your orator was induced by him to execute the said power of attorney in such manner as to give the said Daniels authority to give orders for the purchase and sale of your orator's account, and exercise generally his discretion therein; and on or about the 1st day of October, 1903, your orator was informed by the defendant corporation that it had closed out your orator's account on account of the slump in the prices of stocks; that your orator protested against said action, and thereafter was informed by said defendant that it would reinstate your orator on its books, but on or about the 1st day of January, 1904, your orator was again informed by defendant that his account had been closed out with the exception of about Forty Dollars ($40) on account of the fluctuations in the market prices of the stocks in which he supposed he was dealing. That the power of attorney was given to authorize defendant corporation and the said Daniels to exercise their discretion in regard to the buying and selling of stocks, securities and commodities, and that your orator supposed that such discretion was being honestly exercised, and that actual purchases and sales were being made in your orator's account; that your orator was ignorant of the practice of the defendant to charge double commissions and the interest computed as aforesaid upon fictitious loans and balances; in fact the said defendant corporation never bought nor sold any of the stocks, securities or commodities shown in their pretended accounts to your orator, and they never invested your orator's money in any way, and the whole transaction was a fraud upon your orator, and said accounts were so manipulated by the defendant as to show the loss of your orator's money, and the said account of your orator was wholly fraudulent and fictitious, and the defendant corporation now owes your orator the said sum of Three Thousand, three hundred and fifty dollars ($3,350) deposited as aforesaid, and although often requested to pay the same to your orator has refused and still refuses so

to do, that many other innocent persons are swindled and defrauded by the said defendant corporation in the same and similar manner as your orator.

Your orator further alleges that the defendant corporation is using its corporate form for the purpose of pretending to carry on a commission and brokerage business, and to conceal the real nature of its business in an attempt to shield and protect the individuals carrying on said business from personal liability, whereas in fact the said business is a mere swindling device for defrauding people and is a bucket shop; that by means of large advertisements in the newspapers and correspondence the public are induced to deal with the said defendant corporation in the manner above described, and the public are induced to believe that the defendant is engaged in legitimate business, whereas, in fact said business is a mere swindling device as hereinbefore alleged; that the defendant has made and is making large profits from its customers, which its officers and persons controlling its affairs constantly withdraw and appropriate to their own use. That the said defendant has no capital, and has no regular books of account, and in order to conceal the real nature of its business has prepared and keeps false and fictitious books of accounts; that said defendant has creditors exceeding five thousand in number, whose claims against the said corporation exceed a million dollars, and said defendant has not sufficient assets to pay the said creditors' claims, but is carrying on its business from day to day by means of the moneys received from customers dealing with it; that in order to conceal the nature of its business, false and fictitious books of account have been prepared and kept, and by means of an institution known as the Consolidated Stock Exchange of Philadelphia, fictitious transactions were and have been pretended to have been executed by the said defendant; that through the Attorney General of the State of Pennsylvania proceedings have been instituted against the Consolidated Stock Exchange of Philadelphia to annul its charter, and to restrain it from doing business, and a Receiver of said Consolidated Stock Exchange of Philadelphia has been appointed by the courts of Pennsylvania; that the Freese, who was formerly one of the partnership known as Haight & Freese, is no longer connected with the said corporation, but has departed from the United States and is living in London, England, and the Haight whose name was used in the formation of the said corporation, and who was also a member of the said firm of Haight & Freese, is an employee of the said corporation at Philadelphia, Pennsylvania, upon a small salary; that the principal assets of said corporation are at Boston, in the State of Massachusetts; that the said Seaboard National Bank, and the Consolidated National Bank, and the Produce Exchange Safe Deposit and Storage Company, have their principal place of business in the City, County and State of New York, and have property and funds of the said defendant in their possession, and the said John Doe and Richard Roe are citizens of the City, County and State of New York, and also have funds of the defendant in their possession. That defendant's directors are William H. Little, who is a director, and Vice-President and Treasurer, Harvey Watson, who is a director and Secretary, and George C. Turner, who is a director and Manager, and also

Assistant Treasurer; that it has other managers, one named Charles H. Poor, Jr., one William C. Conkling, and a Cashier named Beardsley, of said defendant.

To the end, therefore, that the defendant may, if it can, show why your orator should not have the relief hereby prayed, and may, according to the best of its knowledge and belief, full, true, direct and perfect answer make, but not upon oath, which is hereby waived, to the allegations herein contained; and inasmuch as your orator has no adequate remedy at law, he prays:—

1. That writs of injunction, not only by the final decree but also by an interlocutory writ, issue restraining the defendant, Haight & Freese Company, its officers, agents and servants, from paying over or delivering any of the money and property in its hands or control to any person other than a Receiver to be appointed by this Honorable Court as hereinafter prayed, and restraining and enjoining all other persons or corporations, the Seaboard National Bank, the Consolidated National Bank, the Produce Exchange Safe Deposit and Storage Company, John Doe and Richard Roe, and particularly all banks, trust companies and safe deposit companies having in their possession or control any property belonging to said defendant, whether standing in its name or in the name of Charles H. Poor, Junior, manager, or William G. Conkling, or in the name of William H. Lillis, Vice President or Treasurer, or of one Beardsley, cashier, or in the name of any of the directors of said corporation, including one George C. Turner and Harvey Watson, or in the individual names of any of them, from paying over or transferring the same to any person other than such Receiver, or from permitting the defendant or either of said persons named other than a Receiver of this Court, from removing the same; and particularly from allowing the contents of any safety deposit box standing in the name of the defendant or of any or either of said persons mentioned, from being withdrawn, except by such receiver, until the further order of this Court.

2. That a proper and suitable person may be appointed both by an interlocutory order and by a final decree to receive, collect and take possession of all the property of said defendant, including all of its assets, choses in action, accounts and books of account, correspondence, papers and memoranda whether in the possession of said defendant, or of either of the persons above mentioned, or of any other person acting in the defendant's behalf; with authority to receive and hold the same as such Receiver of this Court, until further order of this Court.

3. That an account may be taken of the amount due to your orator, and of such other creditors as may join in this bill, and that such amounts as may be due upon an accounting as aforesaid, may be ordered to be paid.

4. That said defendant may be perpetually enjoined and restrained from carrying on the above described fraudulent business and transactions, and its property may be distributed among its creditors, and it may be ordered to be dissolved.

5. That your orator may have such other and further relief in the

premises, including final and interlocutory writs and decrees, as the nature of the case shall require and to your Honors shall seem meet.

And may it please your Honors to grant also unto your orator, not only writs of injunction, both interlocutory and final decrees for the Receiver, but also a writ of subpœna to be directed to said defendant, Haight & Freese Company, commanding it to appear and make answer to the aforesaid bill of complaint, at a certain time, and to abide by the further order of the court.

WM. P. MALONEY,
Of Counsel and Solicitor for the Plaintiff.

State of New York,
City and County of New York. } ss.:

RIDGWAY BOWKER being duly sworn, deposes and says: I am the plaintiff in the above-entitled action; I have read the foregoing bill of complaint, and know the contents thereof, and the same is true to my own knowledge, except as to the matters therein stated to be alleged on information and belief, and as to those matters, I believe it to be true.

RIDGWAY BOWKER...

Subscribed and sworn to before
me this 9th day of May, 1905.

J. ALBERT WOOD,
Commissioner of Deeds,
in for City of New York.

FORM IX.—PETITION FOR APPOINTMENT OF RECEIVER AT FOOT OF DECREE.

DISTRICT COURT OF THE UNITED STATES, FOR THE SOUTHERN DISTRICT OF NEW YORK.

In Equity.

CHRISTIAN DANCEL and MARY DANCEL as Administrators of the goods, chattels and credits of CHRISTIAN DANCEL, deceased.
Petitioners & Complainants,
against
GOODYEAR SHOE MACHINERY COMPANY of Portland, Maine, otherwise known as the United Shoe Machinery Company of Maine,
Defendant-Respondent.

To the Honorable the Judges of the District Court of the United States in and for the Southern District of New York.

Christian Dancel and Mary Dancel, who are citizens of the State of New York, and residents of the County of Kings, of the Borough of Brooklyn, in the City and State of New York, and who sue as administrator and admin-

istratrix of the goods, chattels and crerdits of Christian Dancel, deceased, file this, their petition and bill of complaint, against the Goodyear Shoe Machinery Company of Portland, Maine, which is otherwise known as the United Shoe Machinery Company of Maine and which is a foreign corporation duly organized and existing under the Laws of the State of Maine and a citizen of the State of Maine. And thereupon your orators and petitioners complain and say:—

I. On October 26th, 1898, the Surrogate of the County of Kings duly issued to your orators and petitioners letters of administration of the goods, chattels and credits of Christian Dancel, deceased, who died intestate in the said County on October 12th, 1898, and who at the time of his death was a resident of said County. Said Surrogate was a Court of competent jurisdiction. Thereupon your orators and petitioners duly qualified as such administrators and have acted as such ever since.

II. On October 15th, 1900, your orators and petitioners duly commenced an action against the said Goodyear Shoe Machinery Company of Portland, Maine, in the Supreme Court of the State of New York in and for the County of New York. Said action was brought to enforce a certain agreement in writing made in the City, County and State of New York by said intestate with the Goodyear Shoe Machinery Company of Hartford, Conn., a corporation organized and existing under the Laws of the State of Conn. Said contract was duly assumed by said Goodyear Shoe Machinery Company of Portland, Maine, on or about March 9th, 1893. Said Maine corporation duly appeared in said action and on or about December 10th, 1900, duly removed said action into this Court by filing a petition for said removal and a bond conditioned for the entry in this Court of a copy of the record in said action, and for the payment of the costs awarded in case of a remand of said suit in accordance with the Statutes of the United States. Said action was subsequently continued in this Honorable Court as a suit in equity and on February 28th, 1905, a judgment and decree was duly made, entered and filed in said suit in the Clerk's Office of this Court, which decree and judgment, amongst other things, ordered, adjudged and decreed; that the complainants in said suit, who were your orators and petitioners, recover of the United Shoe Machinery Company of Maine, formerly known as the Goodyear Shoe Machinery Company of Portland, Maine, the sum of Thirty-eight thousand twenty-eight 11/100 ($38,028.11) dollars, and that the complainants in said suit, who were your orators and petitioners, should have an execution to collect the said sum of money from said defendant. Said decree and judgment further ordered, adjudged and decreed that said defendant corporation should pay to your orators and petitioners the additional sum of Four hundred sixteen and 66 2/3/100 ($416.66⅔) dollars on the last day of eac hmonth to and including August 31st, 1908, provided that certain letters patent therein named remained in force as valid letters patent, and "that either party may apply at the foot of this decree for further relief not inconsistent with that previously awarded upon notice in writing addressed to the solicitor who has appeared for the opposite party at his present office or at such other address as either party may hereafter notify the other party in writing that he, she, it or they select for that purpose." Edwards H.

Childs, Esq., is the attorney and solicitor, who in said action and suit in equity appeared for said defendant. His office and office address throughout said action and suit in equity was and still is Number 59 Wall Street, in the Borough of Manhattan, City, County and State of New York. The said defendant has not notified your petitioners and orators that it selects any other address for any notice at the foot of said decree.

III. On March 16th, 1905, a writ of execution was duly issued under said decree and in said suit from the office of the Clerk of this Court addressed to the Marshal of the United States for the Southern District of New York directing him to collect the amount awarded in said judgment and decree out of the personal and real property of said defendant in said district; and on the same day, the said Marshal duly returned said writ of execution to said clerk unsatisfied.

IV. On March 17th, 1905, a writ of execution was duly issued under said decree and in said suit from the office of the Clerk of this Court addressed to the Marshal of the United States for the Eastern District of New York directing him to collect the amount awarded in said judgment and decree out of the personal and real property of said defendant in said Eastern District; and on the same day the said Marshal duly returned said writ of execution to said clerk unsatisfied.

V. Subsequent to the appearance by defendant in said action, said defendant revoked the authority and designation of the agent upon defendant had previously authorized and designated to accept service of process addressed to defendant in the State of New York. Since then, said defendant has not had, and defendant now has not any office nor agent within the State of New York.

VI. On or about September 1, 1900, said defendant executed a paper which purported to convey all the property of the defendant in this State and all of the other property of said defendant corporation in the United States and elsewhere except certain letters patent and except property in certain States outside of the Second Circuit of the Courts of the United States, to the United Shoe Machinery Company of New Jersey, which now is, and then was a corporation organized and existing under the Laws of the State of New Jersey. Said New Jersey corporation has an office in the City, County and State of New York. It transacts business in said State and County; and it has an agent in said City, County and State, who is duly authorized to accept service of process on its behalf.

VII. At the time of the execution of said paper purporting to be a conveyance, said Maine corporation was indebted to your orators and petitioners under said contract in a sum of money exceeding Eight thousand ($8,000.00) dollars; and said defendant anticipated and knew that the further sum of Four hundred and sixteen 66/100 ($416.66) dollars would fall due under said contract on the last day of each succeeding month. Said paper purporting to be a conveyance was executed with the design and object of preventing your orators and petitioners from collecting the indebtedness then due them, and that which would subsequently fall due them under said contract. Said paper purporting to be a conveyance was executed in fraud of the creditors of said defendant corporation including

your orators. There was no consideration paid by said New Jersey corporation to said defendant Maine corporation for said conveyance.

VIII. On said September 1, 1900, the said defendant Main corporation was the owner of a large amount of personal property in the State of New York, located in the Counties of New York, Kings, Westchester and other Counties in said State. Said property consisted of certain machinery for the making of boots and shoes leased to certain manufacturers in said Counties of said State and also, the right to receive royalties from persons in this said State who are using certain letters patent owned and controlled by said defendant corporation. Since said date, defendant has maintained a merely nominal existence. It has kept its principal office and books in the City of Boston, County of Suffolk and State of Massachusetts in the office of said New Jersey corporation, and all of the officers and agents of said defendant Main corporation have been the agents, officers and employees of said New Jersey corporation.

IX. On or about September 1, 1900, said United Shoe Machinery Company of New Jersey took possession of all of said property of said defendant in this State; and the said New Jersey corporation is still in the possession of the same, and said New Jersey corporation has since said date used certain inventions patented and owned by said defendant. Said property consists of equitable assets of the defendant, which cannot be reached by execution; but which are applicable in equity to the satisfaction of the debts of the defendant including the indebtedness of said defendant to your orators and petitioners.

Upon information and belief that there are other assets of said defendant Maine corporation in the Southern District of New York, which can be collected by prroceedings in equity, but which cannot be seized or levied upon by execution; which include causes of action against different parties to your petitioners and orators unknown, the nature and value of which causes of action are to your orators and petitioners unknown, and the causes of action against said New Jersey corporation for infringement of patent rights owned by said defendant. The statutes and decisions in force in the State of New York give a judgment debtor the right to procure the appointment of a receiver of a foreign corporation by the Courts after a judgment against such foreign corporation has been entered and an execution thereunder has been issued and returned unsatisfied. If the said action and suit in equity had not been removed into this Court, a receiver would have been thus appointed by the State Court from which this case has been removed.

It will be impracticable for your orator to collect said equitable assets of said defendant Main corporation and to apply the same to the satisfaction of the said judgment and decree, unless a Receiver of the assets of said defendant Maine corporation is appointed by this Court with authority in said Receiver to sue on behalf of said Maine corporation, and to defend suits brought against said defendant Maine corporation in this Court and in the Courts of the State of New York.

Said defendant Maine corporation has filed in this Court certain papers which it claims constitute an appeal from said decree to the Circuit Court of Appeals; but it has filed no bond such as is required to secure a super-

sedeas and no security for the payment of said decree upon its affirmance, nor to answer the damages if it fails to make its plea good, and it has made no application for a supersedeas. No transcript has been filed in the Circuit Court of appeals.

The said defendant Maine corporation acting through its officers, who are also officers and agents of the said New Jersey corporation, threatens and is about to procure a removal and concealment of the property of said defendant in the State of New York, and unless it and its officers are immediately enjoined from so doing, it will be impracticable for any receiver subsequently appointed to secure and to obtain its property in this State and it may be impracticable to collect said decree.

All of which acts and doing are contrary to equity and good conscience and tend to the manifest and irreparable injury of your orators and petitioners in the premises. For as much as your orators and petitioners can have no adequate relief except in this Court and to the end, therefore, that said defendant may, if it can, show why your petitioners and orators should not have the relief hereby prayed, and may make a full disclosure and discovery of all the matters aforesaid and according to the best and utmost of its knowledge, remembrance, information and belief, and that of its officers, full, true, direct and perfect answers made to the matters hereinbefore stated and charged, but not under oath; an answer under oath being hereby expressly waived; your orators and petitioners pray that your honors may grant the writs of injunction, both interlocutory and perpetual issuing out of and under the seal of this Honorable Court perpetually enjoining and restraining the said defendant, its Clerks, attorneys, agents, servants and assigns from transferring, interfering with and from removing any property to which said defendant may now be entitled and any property to which said defendant was entitled at any time during the year 1900; and that a Receiver both interlocutory and perpetual be appointed of all the assets and property of said defendant Maine corporation, including its assets, both legal and equitable, real, personal and mixed, with authority to sue in this Court, and in the Courts of the State of New York, and elsewhere to collect any and all assets and to enforce any and all causes of action now owned by said defendant and which said defendant owned during the year 1900; and with authority to defend any suits or actions which are now pending or which may hereafter be brought against said defendant; and that said Receiver be authorized and directed to collect said assets and to sell the same and out of the proceeds thereof first to pay the costs and expenses of said Receivership, including his compensation and his counsel fees; then to pay all amounts that may be then due to your orators and petitioners under said decree of this Court; and to apply the balance to pay the other debts of said defendant Maine corporation, and may it please this Honorable Court to grant to your orators and petitioners such other and further relief in the premises as may be just with the costs of this proceeding. May it please your Honors furthermore to grant unto your orators and petitioners not only the writs of injunction perpetual and interlocutory, and the appointment of a Receiver in accordance with the prayer of this petition and bill, but in case your Honors deem the issue of a writ of subpœna necessary to acquire juris-

diction of this application, to grant to your orators and petitioners a writ of subpœna of the United States of America directing that the United Shoe Machinery Company of Maine, otherwise named the Goodyear Shoe Machinery Company of Portland, Maine, appear and answer to this petition and bill of complaint and abide and perform such order and decree in the premises as to this Court shall seem just and proper as required by the principles of equity and good conscience.

J. PHILIP BERG,
Solicitor and attorney for Petitioners-Complainants,
140 Nassau Street,
New York.
ROGER FOSTER, of Counsel.

UNITED STATES OF AMERICA,
Southern District of New York, } ss:
County of New York.

Christian Dancel, being duly sworn, deposes and says:—I reside in the City of Brooklyn, County of Kings, State of New York, and I am one of the petitioners and orators mentioned in the annexed petition and bill of complaint. Said petition and bill is true to my own knowledge, except as to the matters therein stated to be alleged upon information and belief; and as to those matters I believe the same to be true.

Sworn to before me this
28th day of March, 1905.
HOWARD CAMPBELL,
Notary Public, Kings Co.
Certificate in New York County.

CHRISTIAN DANCEL.

DISTRICT COURT OF THE UNITED STATES.

FOR THE SOUTHERN DISTRICT OF NEW YORK.

In Equity.

CHRISTIAN DANCEL and MARY DANCEL, as Administrators of the Goods, Chattels and Credits of CHRISTIAN DANCEL, de-
against
Petitioners & Complainants,
GOODYEAR SHOE MACHINERY COMPANY of Portland, Maine, otherwise known as the United Shoe Machinery Company of Maine,
Defendant-Respondent.

COUNTY OF NEW YORK, ss:—

Christian Dancel, being duly sworn, deposes and says:—I reside in the City of Brooklyn, County of Kings and State of New York, and I am one of

the petitioners and orators mentioned in the annexed petition and bill of complaint. Said petition and bill is true to my own knowledge, except as to the matters therein stated to be alleged upon information and belief; and as to those matters, I believe the same to be true. I hereby incorporate the said petition and bill hereto annexed into this my affidavit with the same effect as if the same were therein repeated and set forth specifically and at length. In the suit in equity described in said ptition, one Elmer P. Howe, who is the Vice President of said defendant, and who is a director of the United Shoe Machinery Company of New Jersey, testified: That he held such office and directorship: that in September 1, 1900, the United Shoe Machinery Company of New Jersey acquired the legal title to certain machines, the property of defendant at Sing Sing, in the State of New York, at or near the Kings County Prison in Brooklyn of said State; at Burt & Co's., at Lattimer's at Wickert and Gardner's and at other factories in New York City meaning by said phrase, the Borough of Manhattan, in said City, and in other factories in other parts of the State of New York; that said machines were immediately prior to September 1, 1900, owned by said defendant Maine corporation; that prior to March 9, 1893, said machines were the property of the Goodyear Shoe Machinery Company of Hartford, Conn.; that at least a year and a half before September 1, 1900, said New Jersey corporation acquired a majority interest in and a controlling interest in the stock of said Maine corporation; that certain letters patent were still owned by defendant Maine corporation; and that said New Jersey corporation had since September 1, 1900, used said patents without paying any Royalties to said defendant Maine corporation for said use, and without any written license by said defendant authorizing said New Jersey corporation to use the said patents; that he did not remember whether the said New Jersey corporation paid the said defendant Maine corporation any consideration for the property of said Main corporation which said New Jersey corporation received. I have also seen a circular issued by said defendant Maine corporation of which the following is a copy, viz:—

"Office of

GOODYEAR SHOE MACHINERY CO.,

208 Lincoln Street.

"Boston, Mass., Aug. 31, 1900.

"TO THE LESSEES OF THE GOODYEAR SHOE MACHINERY COM-
"PANY:—

"On September 4th the accounts of the Goodyear Shoe Machinery Company will be transferred to the books of the United Shoe Machinery Company, and thereafter all bills will be rendered by the United Shoe Machinery Company 'Goodyear Department,' and statements will be from the "United Shoe Machinery Company, direct, to who mail remittances should "be made.

"All orders for machines and spare parts should be addressed to the "United Shoe Machinery Company, direct, to whom all remittances should "usual to the local office of the district in which the factory of our lessee "is located. Compliance with this request will oblige,

"Yours very respectfully,

GOODYEAR SHOE MACHINERY COMPANY.
"By Fred'k G. King, Mgr."

The said defendant and its officers throughout the litigation described in said petition hereto annexed, which began October 15, 1900, have concealed and suppressed evidence of their liability, and have not hesitated to use false testimony for that purpose. The president of defendant, Sidney W. Winslow, when his deposition was taken in behalf of the complainants in Boston, Massachusetts, April 25th, 1904, made a number of false statements under oath. Amongst other false statements then made by him were the following: He testified that he did not know the name of the Treasurer of the said defendant Maine corporation; that he did not know the position in the defendant's employ held by another witness who was present, and who a short time before he had said was the Secretary of said defendant; that he did not know who was the Treasurer of said defendant; that he did not know the names of any of the officers of said defendant elected at its last previous meeting, although he presumed that he attended the same; that he could not remember the name of any one who had ever been the Treasurer of said defendant nor of anyone who had ever been a bookkeeper of said defendant; that he did not know whether the names of the bookkeepers and other employees of defendant appeared in any book of the defendant; that he did not know whether certain books which he produced under a subpœna duc tecum directing him to produce certain books of account of defendant were the books of account of defendant. The said defendant through its officers and agents have also destroyed or concealed certain books of the Goodyear Shoe Machinery Company of Hartford, Conn., which were in its possession and which its officers were directed by a subpœna duce tecum to produce, and which it failed to produce at the time designated in said subpœna. Amongst other books thus destroyed or concealed by said defendants officers were the records of the meetings of the directors and stockholders of said Goodyear Shoe Machinery Company of Hartford, Connecticut.

CHRISTIAN DANCEL.

Sworn to before me this
28th day of March, 1905.
(L. S.) HOWARD CAMPBELL,
Notary Public, Kings Co.
Certificate filed in N. Y. Co.

FORM X.—BILL OF FORECLOSURE OF RAILWAY MORTGAGE.

[District] Court of the United States for the Southern District of New York.

MORTON TRUST COMPANY, Complainant, *against* METROPOLITAN STREET RAILWAY COMPANY, NEW YORK CITY RAILWAY COMPANY, ADRIAN H. JOLINE and DOUGLAS ROBINSON as Receivers of New York City Railway Company, ADRIAN H. JOLINE and DOUGLAS ROBINSON as Receivers of Metropolitan Street Railway Company, THE PENNSYLVANIA STEEL COMPANY and THE DEGNON CONTRACTING COMPANY, Defendants.	In Equity. Bill of Foreclosure.

To the Judges of the [District] Court of the United States for the Southern District of New York:

Morton Trust Company, a corporation organized and existing under the laws of the State of New York and a citizen of said State, brings this its bill against Metropolitan Street Railway Company, a corporation organized and existing under and by virtue of the laws of the State of New York and a citizen of said State, New York City Railway Company, a corporation organized and existing under and by virtue of the laws of the State of New York and a citizen of said State, Adrian H. Joline and Douglas Robinson, both citizens of the State of New York, as receivers of said New York City Railway Company, said Adrian H. Joline and Douglas Robinson as Receivers of said Metropolitan Street Railway Company, The Pennsylvania Steel Company, a corporation organized and existing under the laws of the State of Pennsylvania and a citizen of said State, and the Degnon Contracting Company, a corporation organized and existing under the laws of the State of New Jersey and a citizen of said State; and thereupon your orator complains and says as follows:

I. Your orator is a corporation duly organized and existing under and by virtue of the laws of the State of New York and a citizen of said State.

II. On information and belief, the defendant Metropolitan Street Railway Company (hereinafter in this bill called the Metropolitan Company) is a corporation organized and existing under the laws of the State of New York and a citizen of said State, having been organized by a merger and consolidation at divers times of Houston, West Street & Pavonia Ferry Railroad Company, Broadway Railway Company, South Ferry Railroad Company, The Metropolitan Crosstown Railway Company, The Lexington Avenue & Pavonia Ferry Railroad Company and The Columbus and Ninth Avenue Railroad Company, all of said companies having been street surface railroad companies organized and existing under the laws of the State of New York.

On information and belief, the defendant New York City Railway Company (hereinafter in this bill called the New York Company) is a corporation organized and existing under the laws of the State of New York and a citizen of said State. Said defendant was so organized under the name and style of "Interurban Street Railway Company" and subsequently and pursuant to proceedings duly had, changed its name to "New York City Railway Company."

On information and belief, the defendant The Pennsylvania Steel Company is a corporation duly organized and existing under the laws of the state of Pennsylvania, and a citizen of said state, and the defendant The Degnon Contracting Company is a corporation duly organized and existing under the laws of the state of New Jersey and a citizen of said state.

III. Heretofore and prior to March, 21, 1902, the defendant Metropolitan Company in the exercise of its powers under the laws of the State of New York, and in accordance with resolutions duly passed by its board of directors and by its stockholders at respective meetings thereof duly called and held, duly authorized the issue of a series of bonds to be executed under its corporate seal and attested by the signatures of its president or one of its vice-presidents, and attested by its secretary or an assistant secretary, and to be issued to an amount not exceeding in the aggregate the principal sum of sixty-five million dollars ($65,000,000) at any one time outstanding; said bonds to be either coupon or registered, the coupon bonds bearing date April 1, 1902, and the registered bonds bearing date at the time of their respective issue; by the terms of which bonds the Metropolitan Company promised to pay, in the case of coupon bonds, to the bearer thereof, and, in the case of registered bonds, to the registered owner thereof or his assigns, at the office or agency of the Metropolitan Company in the city of New York on the first day of April in the year 2002, the sum of one thousand dollars ($1,000) in the case of coupon bonds and the sum of one thousand dollars ($1,000) or multiples thereof in the case of registered bonds, gold coin of the United States of America, of or equal to the then standard of weight and fineness, and to pay interest thereon, in the case of coupon bonds, from April 1, 1902, and, in the case of the registered bonds, from the first day of April or October, as the case might be, next preceding the date thereof, payable at its said office in like gold coin, semi-annually on the first days of April and October in each year, in the case of coupon bonds, upon presentation and surrender, as they might severally mature, of the interest coupons thereto annexed, and, in the case of registered bonds, to the registered owner thereof or his assigns. The form and tenor of said bonds are set forth at large in the mortgage hereinafter referred to.

IV. On or about March 21, 1902, the Metropolitan Company being thereunto duly authorized by the action of its board of directors and with the consent of stockholders owning at least two-thirds of the entire capital stock of the Metropolitan Company, such stock having been represented and voted upon in person or by proxy at a special meeting of the stockholders duly called for that purpose, in pursuance to the statute in such case made and provided, and with the consent of the board of railroad commissioners of the state of New York, the consent

of said stockholders evidenced by a sworn certificate of the vote of said meeting and the consent of said board, both in due form, having been contemporaneously filed and recorded in accordance with law in the office of the register of the county of New York in which county the Metropolitan Company had its principal place of business and wherein its property was situated, duly made, executed and delivered to your orator, as trustee, its certain mortgage or deed of trust dated on that day, wherein and whereby in order to secure the payment of the principal and interest of all such bonds at any time issued and outstanding and to secure the performance and observance of all the covenants and conditions in said mortgage contained, it granted, bargained, sold, released, conveyed, assigned, transferred and set over unto your orator, as trustee, its successors and assigns forever, all and singular, the railroads, railroad routes, estates, leaseholds, properties, rights, privileges and franchises described as follows, to wit:

I.

STREET SURFACE RAILROADS IN THE COUNTY OF NEW YORK, CITY OF NEW YORK, AND STATE OF NEW YORK, OWNED BY THE METROPOLITAN RAILWAY COMPANY, DESCRIBED AS FOLLOWS:

[Next followed description of same.]

II.

REAL ESTATE OWNED BY THE METROPOLITAN STREET RAILWAY COMPANY, BEING THE FOLLOWING DESCRIBED PIECES AND PARCELS OF LAND WITH THE BUILDINGS AND IMPROVEMENTS THEREON SITUATE, LYING AND BEING IN THE COUNTY OF NEW YORK, CITY OF NEW YORK AND STATE OF NEW YORK.

A. REAL ESTATE NOT SUBJECT TO THE METROPOLITAN STREET RAILWAY COMPANY'S GENERAL AND COLLATERAL TRUST MORTGAGE.

[Next followed description.]

III.

STREET SURFACE RAILROADS AND RAILROAD ROUTES IN THE COUNTY OF NEW YORK, CITY OF NEW YORK, AND STATE OF NEW YORK, OPERATED BY THE METROPOLITAN STREET RAILWAY COMPANY AS LESSEE, UNDER THE LEASES HEREINAFTER MENTIONED:

[Next followed description.]

Together with all and singular the improvements on said properties, and all and singular, the railroads, lands, buildings, structures, fixtures, privileges, franchises, rights of way, trackage rights, contracts, consents, leaseholds, easements and other rights and interests then owned by the Metropolitan Street Railway Company; also all and singular the tracks, side tracks or sidings, switches, rails, bridges, fences, buildings, depots, station-houses, power-houses, car-houses, machine shops, repair shops and other shops, and all other buildings, improvements, erections and structures, and all dynamos, belting, engines, boilers, regulators, meters, poles, trolleys, conduits, feeders, cables, wires, switchboards, lamps and machinery

for producing, generating and distributing electricity or power; and also all and singular the rolling stock, equipment, motors, engines, tenders, carriages, cars, trucks, horses, harness, tools, implements, furniture, fixtures, machinery, materials, coal, wood, oil, fuel and other supplies; and also all maps, drawings, profiles, licenses, records, deeds, contracts and agreements, patents and patented inventions and processes then owned by the Metropolitan Street Railway Company, all of which personal property was thereby declared to be fixtures and appurtenances of said railroads; and also all then present or future improvements and additions made or to be made upon and to any or all of said railroads or property, real and personal, and any and all equipment therefor and renewals or replacements of the same or of any part thereof or of the appurtenances; and also all and every other railroad, which the Metropolitan Street Railway Company should thereafter acquire or construct by means of the proceeds of any of the bonds thereby secured, and all power houses, real estate, equipment and other property, real or personal, appurtenant thereto.

And all and singular the tolls, fares, rents, issues, earnings, income, profits and other benefits and advantages of, or in any wise growing out of, all or any of the said several railroads, franchises and property, and all and singular the tenements, hereditaments and appurtenances to any of the said railroads or property belonging, or in any wise appertaining, and the reversion or reversions, remainder or remainders thereof, and all the estate, right, title, interest, property, possession, claim and demand whatsoever, as well at law as in equity, of the Metropolitan Street Railway Company, in and to the same and every part and parcel thereof with appurtenances.

And also all the right, title and interest of the Metropolitan Street Railway Company in and to the following shares of stock which were then pledged and deposited with the Guaranty Trust Company of New York under the mortgage dated February 1, 1887, from the Metropolitan Street Railway Company to said Guaranty Trust Company of New York, as trustee, securing the general mortgage and collateral trust five per cent. gold bonds of the Metropolitan Street Railway Company, viz.:

[Next followed description.]

To have and to hold the said described premises and property unto your orator, its successors in the trust, its or their assigns, in trust for the equal and proportionate benefit and security of all holders of the bonds and coupons issued and to be issued and secured by said mortgage and for the enforcement of the payment of the said bonds and interest when payable according to the tenor, purport and effect of such bonds and coupons and to secure the performance and observance of and compliance with the covenants and conditions of the said indenture, without preference, priority or distinction as to lien or otherwise of one bond over any other bond by reason of priority in the issue, sale or negotiation thereof or by reason of the purpose of its issue as in said mortgage or deed of trust more fully set forth.

All the property so conveyed and mortgaged to your orator as aforesaid is situated within the southern district of New York. Said mortgage was duly recorded in the office of the register of the county of New York in which the property thereby mortgaged was situated.

Your orator duly accepted the trusts therein created and it was and now is fully authorized and empowered to take and hold in trust the property conveyed to it therein and to execute the trusts reposed in it under and by virtue of the provisions thereof.

A copy of this mortgage marked Exhibit A is filed herewith and your orator prays leave to refer to the same as if it were fully set forth in this bill of complaint.

V. After the execution and delivery of said mortgage, the Metropolitan Company duly made and executed bonds of the issue described in said mortgage of the aggregate par value of sixteen million six hundred and four thousand dollars ($16,604,000) all of which bonds were duly certified by your orator in all respects as provided in said mortgage, and all of said bonds, as your orator is informed and believes, were duly issued by the Metropolitan Company for a valuable consideration and in accordance with the provisions of said mortgage; and said bonds are now outstanding in the hands of divers persons and corporations who are now the owners and holders thereof for value and your orator is advised and avers that said bonds so issued as aforesaid are now in all respects valid outstanding obligations of the defendant Metropolitan Company and are entitled to the benefit and security of the said mortgage.

VI. Certain of the bonds so issued as aforesaid were certified and delivered by your orator and issued in accordance with the provisions of subdivision (2) of article second of said mortgage against the deposit with your orator, as security for the bonds issued and to be issued under said mortgage, of the following securities, viz.:

[Next followed description.]

Said securities so deposited with your orator ever since have been and now are held in trust by it subject to the trusts declared in said mortgage as additional security for the payment of the bonds issued thereunder.

VII. Of the property so conveyed to your orator as trustee by the said mortgage dated March 21, 1902, your orator in accordance with the provisions of said mortgage released from the lien of said mortgage, as it was authorized to do under the provisions thereof, a portion of the property hereinbefore specifically described as "146th Street, 147th Street, Lenox Avenue and 7th Avenue property," and included among the property enumerated in paragraph A of subdivision II of the description of the property conveyed to your orator as hereinbefore set forth as "Real estate not subject to the Metropolitan Street Railway Company's General and Collateral Trust Mortgage;" the property so released by your orator being described as follows:

[Next followed description.]

VIII. Your orator further shows that, as it is informed and believes, simultaneously with or immediately prior to the execution and delivery of the said mortgage, Exhibit A, filed herewith, the Metropolitan Company

entered into a certain indenture of lease dated February 14, 1902, with the defendant the New York Company, under its then corporate name of Interurban Street Railway Company, and by said lease the Metropolitan Company did grant, lease and demise to the defendant New York Company under its said corporate name of Interurban Street Railway Company for the full term of nine hundred and ninety-nine years from Febuary 24, 1902, all its railroads and railroad routes and all its real estate and the buildings and improvements thereon, and all its leasehold interests and leased lines, including all the street surface railroads and real estate owned by it, and all the street surface railroads and railroad routes operated by it as lessee which are described in the said mortgage or deed of trust to your orator, Exhibit A, and which were conveyed to your orator subject to the trusts thereof.

Said lease provided among other things that subject to the provisions therein contained and for the purposes therein specified, the Metropolitan Company, the lessor, might with the consent of the New York Company, the lessee, issue its bonds secured by mortgages upon its property and your orator is informed and believes that all the bonds issued by the Metropolitan Company under the aforesaid mortgage Exhibit A were issued in accordance with the provisions contained in said lease and for the purposes therein specified and with the consent of the lessee, the New York Company.

A copy of said lease is filed herewith marked Exhibit B and your orator prays leave to refer to the same as if it were fully set forth in this bill of complaint.

Shortly after the execution of said lease, as your orator is informed and believes, the New York Company entered into possession of the said demised railroads and property and has operated the same and has collected the rents and profits thereof until the appointment of its receivers as hereinafter mentioned.

IX. On or about the 24th day of September, 1907, The Pennsylvania Steel Company and The Degnon Contracting Company filed their bill in this court against the defendant New York Company alleging facts, as your orator is advised, constituting insolvency of the New York Company and praying for the appointment of receivers of its property. Thereafter the New York Company filed its answer to said bill admitting the allegations thereof and thereupon and on or about September 24, 1907, by order of this court, the above named defendants Adrian H. Joline and Douglas Robinson were appointed receivers of said New York Company and of all its property, wherever situated, and they were thereby authorized, empowered and instructed among other things, to enter upon and take possession of all such property and to manage, operate and control the same.

Thereafter, the said Adrian H. Joline and Douglas Robinson, appointed receivers as aforesaid, duly qualified as such receivers and as such receivers entered upon and took possession of the property of said defendant New York Company, including the property which is described in the said mortgage dated March 21, 1902, and was conveyed to your orator

subject to the trusts thereof, and they have since used and operated the same and are now, as such receivers, in possession of said property.

Your orator files herewith a copy of said bill and answer and order marked Exhibit C and prays leave to refer thereto for a precise statement of the contents thereof.

V. Your orator further alleges, that thereafter the Metropolitan Company presented its duly verified petition to this court wherein it alleged facts, as your orator is advised, constituting insolvency of the Metropolitan Company, and prayed that it might become a party defendant to said suit of The Pennsylvania Steel Company and The Degnon Contracting Company against the New York Company and that the receivership under the bill of complaint in the said cause be extended so as expressly to embrace the interests of the Metropolitan Company in said property.

Thereafter and on October 1, 1907, by an order of this court, the Metropolitan Company was made a party defendant in said cause and the receivership in said cause was extended to the properties of the Metropolitan Company as prayed in said petition and the said Adrian H. Joline and Douglas Robinson, theretofore appointed receivers in said cause, were appointed receivers of the properties of the Metropolitan Company.

Thereafter and on or about October 1, 1907, as your orator is informed and believes, the said Adrian H. Joline and Douglas Robinson duly qualified as such receivers and as receivers as aforesaid they are now in possession of all the railroads, properties and franchises of the Metropolitan Company described in said mortgage dated March 21, 1902.

Your orator files herewith a copy of said petition and of said order of this court marked Exhibit D and prays leave to refer thereto for a precise statement of the contents thereof.

XI. Thereafter and on or about October 9, 1907, your orator filed its bill in this court (leave having been granted to your orator so to do) against the Metropolitan Company, the New York Company, said Adrian H. Joline and Douglas Robinson as receivers of the New York Company, said Adrian H. Joline and Douglas Robinson as receivers of the Metropolitan Company, The Pennsylvania Steel Company and The Degnon Contracting Company alleging that unless the income and profits of the mortgaged premises were applied in accordance with the provisions of said mortgage the mortgaged premises would be wasted and the mortgage security become greatly impaired, and praying that a receiver of the mortgaged property be appointed and the income and profits thereof be applied in accordance with the provisions of said mortgage.

Thereafter and on or about October 9, 1907, said Adrian H. Joline and Douglas Robinson were by an order of this court appointed under the said bill of complaint in said cause receivers of all the railroads, properties and premises mortgaged and pledged under the said mortgage dated March 21, 1902, and of all the tolls, earnings, income, rents, issues and profits of said railroad, property and premises, and thereafter duly qualified as such receivers.

Your orator files herewith a copy of said bill of complaint marked E

and of said order marked F and prays leave to refer thereto for a precise statement of the contents thereof.

XII. Further complaining, your orator shows that the property granted and conveyed to your orator under the said mortgage dated March 21, 1902, Exhibit A, was so granted and conveyed to secure the performance and observance of all the covenants and conditions contained in said mortgage, and that in and by said mortgage, Exhibit A, the Metropolitan Company did agree and covenant, among other things, that it would from time to time punctually observe and perform all of the obligations and pay and discharge all amounts payable under or by virtue of any lease thereby mortgaged so that the interest of the Metropolitan Company in any such leasehold estate might be at all times preserved unimpaired as security for the bonds issued under said mortgage.

XIII. Your orator alleges that among the leasehold estates mortgaged to your orator under said mortgage, Exhibit A, is the leasehold estate demised to the Metropolitan Company under a certain indenture or lease made on or about April 13, 1900, between The Third Avenue Railroad Company (hereinafter in this bill of complaint called the Third Avenue Company) and the defendant Metropolitan Company, which lease was subsequently by an agreement made on or about May 13, 1900, between the said parties, in certain respects modified and corrected.

A copy of said lease marked Exhibit G and of said agreement marked Exhibit H is filed herewith and your orator prays leave to refer to the same as if they were fully set forth in this bill of complaint.

XIV. In and by said lease, Exhibit G, the lessee, the defendant Metropolitan Company did agree among other things to pay to the lessor the Third Avenue Company a certain annual rental and as a part of such annual rental did agree from and after the expiration of six years from the date of said lease, to wit, from and after the 13th day of April, 1906, for a period of four years thereafter, to pay to the lessor, the Third Avenue Company, quarter yearly, a dividend upon the outstanding capital stock of the Third Avenue Company at the rate of six (6) per centum per annum.

XV. Your orator is advised that in accordance with the provisions of said lease there became due and payable on October 13, 1907, to the Third Avenue Company an instalment of rent for the quarter ending on that day amounting to a dividend of one and one-half per centum on the said outstanding capital stock of the Third Avenue Company.

Your orator is informed and believes that the defendant Metropolitan Company has not paid or caused to be paid the said instalment of rent payable as aforesaid, but has wholly failed and neglected so to do and the said Metropolitan Company has therein wholly made default and the said instalment of rent remains and is now wholly due and unpaid and in default; that the entire property of the Metropolitan Company is in the hands of said Joline and Robinson, receivers as aforesaid, and that said Joline and Robinson, both as receivers of the New York Company and as receivers of the Metropolitan Company, acting in accordance with the directions of this court in respect thereto have

failed to pay said instalment of rent, and have made default in respect thereto.

Your orator is advised and so charges that such default in the payment of the aforesaid rent due and payable under said lease, Exhibit B, is and constitutes a default by the Metropolitan Company in the due observance and performance by it of the covenants and conditions required in said mortgage, Exhibit A, to be kept and performed by it, and that the Metropolitan Company ever since has been and now is in default in respect thereto.

XVI. Further complaining, your orator alleges on information and belief, that the various lines of railway embraced in said lease of the Metropolitan Company to the New York Company, Exhibit B, as well the lines owned by the Metropolitan Company as the lines leased to it, are subject to funded indebtedness secured by mortgage which is now outstanding and that failure to meet the interest on such underlying funded indebtedness as such interest matures, will operate also as a default under the mortgage securing the indebtedness the interest on which shall so become in default and will render said mortgage enforceable; and that the total of such funded indebtedness now outstanding secured by mortgages (exclusive of the bonds issued and secured under the mortgage to your orator dated March 21, 1902) amounts to upwards of eighty-three million dollars ($83,000,000) and that the annual interest charges thereunder amount to upwards of three million seven hundred and fifty thousand dollars ($3,750,000).

Your orator charges, that by said lease made by the Metropolitan Company to the New York Company, the Metropolitan Company parted with the possession of its entire railroad system; that the Metropolitan Company has no other resources wherewith to meet the fixed charges on the mortgage indebtedness of its said system so leased and embraced in said mortgage to your orator or to meet the accruing rentals of said lines so leased to the Metropolitan Company or its predecessors and by the Metropolitan Company so leased to the New York Company and embraced in said mortgage to your orator or to meet other indebtedness or liabilities of the Metropolitan Company than the rentals reserved under said lease made by the Metropolitan Company to the New York Company as part of which said New York Company agreed to pay such fixed charges and such rentals and to perform the other covenants therein contained, and that said Metropolitan Company is now insolvent and unable to meet its obligations, and by reason of the matters hereinbefore alleged, it is and will be unable to perform its covenants and obligations under said mortgage dated March 21, 1902.

Your orator further charges that the New York Company is insolvent and unable to meet its obligations, and that by a decree made by this court on or about October 25, 1907, in the suit above mentioned of The Pennsylvania Steel Company and The Degnon Contracting Company against the New York Company this court did order, adjudge and decree and find that the said New York Company was insolvent, and your orator alleges that the said New York Company and said receivers thereof have failed and neglected to pay the instalment of rent due and payable

by it on October 15, 1907, under the said lease of the Metropolitan Railway Company to the New York Company, Exhibit B, and have therein wholly made default and have also failed and neglected to pay the instalment of rent due on October 13, 1907, under the lease of the Third Avenue Company to the Metropolitan Company and are in default thereunder as hereinbefore alleged.

XVII. It is provided among other things by said mortgage to your orator, Exhibit A, that upon filing a bill in equity or upon other commencement of judicial proceedings by your orator to enforce any right under said mortgage, your orator should be entitled, as a matter of right, to the appointment of a receiver of the railroad's property and premises thereby mortgaged and pledged to your orator and of the tolls, earnings, revenue, rents, issues, profits and other income thereof with such powers as the Court or Courts making such appointment should confer. Your orator alleges on information and belief that the property subject to the lien of the mortgage to your orator, Exhibit A, is inadequate security for the protection of the holders of the bonds issued thereunder, and unless receivers of such mortgaged property be appointed the interests of your orator and of the bondholders it represents will be greatly injured and the value of the security which your orator has for their protection will be further greatly impaired and diminished and that it is necessary for the protection of your orator and of the holders of said bonds that a receiver or receivers be appointed in this cause of the railroad property and premises mortgaged and pledged to your orator and of the tolls, earnings, revenue, rents, issues, profits, and other income thereof.

XVIII. Your orator has been requested by persons owning or representing a large number of the bonds issued under and secured by said mortgage to your orator dated March 21, 1902, to enforce their rights under said mortgage and to institute proceedings for the foreclosure of the property mortgaged and pledged thereunder.

XIX. Your orator further shows that no proceedings at law or suits in equity have been begun or commenced by your orator save as above mentioned or, as your orator is informed and believes, by any holder of any of the bonds secured by said mortgage dated March 21, 1902, or of any coupons thereto attached, to enforce the payment of the sums so covenanted to be paid by the Metropolitan Company under the terms of the said mortgage and that the amount in controversy in this suit exceeds five thousand dollars.

XX. The said property mortgaged and pledged to your orator as aforesaid, is now in the possession of this Court through its receivers, appointed by its orders as hereinbefore set forth, and upon application by your orator leave has been granted to your orator to include as defendants herein the said Adrian H. Joline and Douglas Robinson as receivers of the New York Company and the said Adrian H. Joline and Douglas Robinson as receivers of the Metropolitan Company.

In consideration whereof and for as much as your orator is remediless in the premises according to the strict rules of the common law and can only have relief in a Court of Equity where matters of this

kind are properly cognizable, your orator therefore prays the aid of this Honorable Court:

1. That the said defendants may be required to make answer respectively unto all and singular the matters hereinbefore stated and charged as fully and particularly as if the same were herein expressed and they thereunto particularly interrogated but not under oath, answer under oath being hereby expressly waived.

2. That an account may be taken of all property subject to the lien of said mortgage dated March 21, 1902, and that said mortgage may be decreed to be a valid lien upon all and singular the railroads, railroad routes, estates, leaseholds, properties, premises, rights, privileges and franchises therein described, and upon all the stocks, bonds and other securities mortgaged and pledged to your orator or held by it subject to the provisions of said mortgage (save and except such property as has been released from the lien thereof as in this bill particularly described), that an account be had of all improvements and additions made since the date of said mortgage upon and to any of said railroads or property, real and personal, and any and all equipment therefor and renewals or replacements of the same or of any part thereof or of the appurtenances and also of all and every other railroad which the defendant Metropolitan Street Railway Company has acquired or constructed since the date of said mortgage by means of the proceeds of any of the bonds secured by said mortgage and all power houses, real estate, equipment and other property, real and personal, appurtenant thereto, and that said mortgage or deed of trust may be declared to be a valid lien upon all such property.

3. That unless the defendant the Metropolitan Street Railway Company pay within a short day to be fixed by this Court into this Court or unto the Third Avenue Railroad Company or to the persons entitled thereto the rental due and payable on October 13th, 1907, under the lease between the Third Avenue Railroad Company and the defendant Metropolitan Street Railway Company dated April 13, 1900, and unless the said defendant pay to your orator the costs, expenses and allowances of this suit in that behalf incurred or expended, then that the said defendant Metropolitan Street Railway Company and all persons claiming under or through it may be forever barred and foreclosed of and from any equity of redemption of and claim of and in the railroads, property and premises conveyed to your orator as Trustee and described in said mortgage dated March 21, 1902, and all other property declared to be subject to the lien of said mortgage; that all and singular the railroads, railroad routes, estates, leaseholds, properties, premises, rights, contracts, equipment, privileges and franchises mortgaged and pledged to your orator (save and except such property as has been released from the lien of said mortgage as aforesaid), and all stocks, bonds and other securities mortgaged and pledged to your orator or held by it subject to the lien of said mortgage, and all other property which may be declared by this Court to be subject to the lien of said mortgage, may be sold in one parcel and as an entirety under a decree of this Honorable Court; that it may be decreed that upon such sale the whole of the principal

sum of the bonds secured by said mortgage be immediately due and payable; that the proceeds of said sale may be brought into this Court to be administered by it as may be equitable and proper; that an account may be taken of the bonds secured by said mortgage dated March 21, 1902, and of the amount due and on said bonds for principal or interest or otherwise; and that in case of the insufficiency of such proceeds or of such portion thereof as may be applicable thereto to pay in full the amount of the principal and interest so due and unpaid upon the bonds secured by said mortgage dated March 21, 1902, then outstanding, a judgment may be rendered in the cause for such deficiency against the defendant Metropolitan Street Railway Company.

4. That pending this suit a receiver or receivers be appointed with the usual powers of receivers in like cases of the railroads, property and premises mortgaged and pledged in said mortgage to your orator, dated March 21, 1902, and of the tolls, earnings, income, rents, issues and profits thereof and that such directions may be made with respect to such receivership as may be equitable and proper, and that pending this suit a writ of injunction may be issued out of and under the seal of this Honorable Court directing, commanding, enjoining and restraining the said defendant Metropolitan Street Railway Company, its officers, directors and agents and all other persons whomsoever from interfering with, transferring, selling or disposing of any of the property of the said Metropolitan Street Railway Company under the control of said receiver or receivers and from selling, transferring, conveying or otherwise disposing of or encumbering any of the property, rights or franchises of the said Metropolitan Street Railway Company.

5. That your orator may have such other and further relief in the premises as may be just and equitable and as to your Honors shall deem just.

May it please your Honors to grant to your orator a writ or writs of subpœna to be directed to the said defendants Metropolitan Street Railway Company, New York City Railway Company, Adrian H. Joline and Douglas Robinson as Receivers of New York City Railway Company and Adrian H. Joline and Douglas Robinson as receivers of Metropolitan Street Railway Company, The Pennsylvania Steel Company and The Degnon Contracting Company, therein and thereby commanding them and each of them at a certain time and under a certain penalty therein to be named, to be and appear before your Honors in this Honorable Court then and there severally to answer all and singular the matters aforesaid, but not under oath, answer under oath being hereby expressly waived, and to stand to abide and perform such other and further orders or decrees as to your Honors shall seem meet.

MORTON TRUST COMPANY,

[SEAL] By H. M. FRANCIS, Secretary,
Complainant.

BRONSON WINTHROP,
Solicitor for Complainant and of Counsel.

United States of America,
Southern District of New York,
City and County of New York, } ss.

Harry M. Francis being duly sworn deposes and says, that he is the Secretary of Morton Trust Company, the above named complainant; that he has read the foregoing bill of complaint and knows the contents thereof; that the same is true of his own knowledge except as to the matters therein stated to be alleged on information and belief and as to those matters he believes the same to be true, that the seal affixed to said bill of complaint is the corporate seal of said complaint and was so affixed by its authority.

H. M. Francis.

Sworn to before me this 9th day of November, 1907.

[Seal.] E. J. Bleezarde,
Notary Public, Richmond Co.
Certificate filed in New York Co.

FORM XI.—NOTICE OF FILING AND PETITION AGAINST UNITED STATES UNDER TUCKER ACT OF MARCH 3, 1887.

[From record in Bigby v. U. S., 188 U. S. 400.]

[District] Court of the United States for the Eastern District of New York.

William Samuel Bigby
against
The United States of America. }

Sirs: Please take notice that the within amended petition was duly filed with the clerk of the [District] Court of the United States for the Eastern District of New York on the 27th day of November, 1899, which court has jurisdiction of the case set forth in said petition and in which district plaintiff resides.

New York, November 27th, 1899.

Yours, etc., Roger Foster,
Attorney for Plaintiff, Petitioner,
35 Wall Street, Borough of Manhattan, New York.

To the Honorable the Attorney General of the United States and to the Honorable the Attorney of the United States for the Eastern District of New York.

[District] Court of the United States for the Eastern District of New York.

William Samuel Bigby
against
The United States of America. }

To the Honorable the Judges of the [District] Court of the United States for the Eastern District of New York and to the Honorable the [District] Court of the United States for the Eastern District of New York:

Your petitioner, by Roger Foster, his attorney, respectfully shows:

I. The United States of America is a corporation created by the Con-

stitution of the United States, with its principal office in the City of Washington and the District of Columbia; and your petitioner alleges upon information and belief, that within the meaning of the definitions of the New York Code of Civil PProcedure said United States of America is a foreign corporation.

II. Your petitioner resides at Nos. 29 and 31 De Kalb avenue in the borough of Brooklyn, County of Kings and City of New York; and in the Eastern District of New York.

III. On or about November 27th, 1899, your petitioner at the request of the said United States of America and at the request of the officers, employees and duly authorized agents of the said United States of America, each of which officers, agents and employees was acting within the scope of his authority, entered into a passenger elevator in the United States court-house and post-office building in said borough of Brooklyn, which said building and elevator were then owned and controlled by the United States of America and which elevator was designed and intended by the said United States of America for the use of persons on their way to the office of the marshal of the United States for the Eastern District of New York; which entry was made by your petitioner while on his way to the said marshal's office upon official business.

IV. The United States of America then and there entered into an implied contract with your petitioner wherein and whereby for a sufficient valuable consideration it agreed to carry your petitioner safely; to operate said elevator with due care; and to employ for the purposes of the operation of said elevator a competent and experienced person.

V. In violation of said contract said United States of America failed to carry your petitioner safely; and failed to operate said elevator with due care; and failed to employ for the operation of said elevator and to put in charge of the same a competent and experienced person; and violated its said contract with your petitioner in other ways.

VI. In consequence of the failure of the United States and of its employees in charge of said elevator to carry your petitioner safely and to operate said elevator with due care; and in consequence of the failure of the United States to employ a competent and experienced person to operate said elevator with due care; and in consequence of the failure of the United States to employ a competent and experienced person to operate said elevator; and in consequence of the incompetence and inexperience of the person then engaged in operating said elevator and in charge of the same, and in consequence of the said violation by the United States of its said contract your petitioner while entering the said elevator without negligence on his part was caused to fall, and his foot, ankle and leg were crushed between said elevator and the top of the entrance into the elevator shaft or a projection in the shaft of said elevator or in some other manner, and the back of your petitioner and other parts of the body of your petitioner were also consequently injured and your petitioner consequently suffered a laceration of the ligaments of his ankle, and he consequently was caused much bodily and mental pain.

VII. In consequence thereof your petitioner was obliged to spend and incur considerable sums of money for medical and surgical attendance and he was confined to the house and prevented from attending to his business and from earning money for a considerable period of time, and he has been made permanently lame and his said foot, ankle and back have been permanently injured; and he has been thus and otherwise damaged, in the sum of ten thousand dollars ($10,000).

Wherefore, your petitioner prays for a judgment or decree against the United States of America upon the facts and law for the sum of ten thousand dollars ($10,000), together with his reasonable costs and disbursements and for such other and further relief in the premises as may be just.

WILLIAM SAMUEL BIGBY.
Petitioner.

ROGER FOSTER,
Petitioner's Attorney,
35 Wall Street, New York.

STATE OF NEW YORK,
County of Kings, } ss.
Eastern District of New York.

William Samuel Bigby, being duly sworn, deposes and says: I am the above named petitioner. The foregoing petition is true to my own knowledge except as to the matters therein stated to be alleged upon information and belief, and as to those matters I believe it to be true.

WILLIAM SAMUEL BIGBY.

Sworn to before me this 27th day of November, 1899.

E. M. SMITH, [SEAL.]
Notary Public, Kings County, New York.

FORM XII.—ANSWER IN EQUITY.

[*District*] *Court of the United States for the Southern District of New York.*

JOHN HALFORD AND RICHARD DAVIS
against
HENRY HAWES.

The answer of the above-named defendant to the bill of complaint of the above-named plaintiffs.

In answer to the said bill, I Henry Hawes, say as follows:—

I. I admit that I was on the first day of June, 1864, seized in fee-simple of the premises in the first paragraph of the said bill mentioned. And I admit that the indenture in the said first paragraph of the said bill mentioned was of such date, and made between such parties as in the first said paragraph of the said bill alleged, and that the same was executed by me. I believe that the said indenture was not executed by Henry Baker in the said bill mentioned. I believe that the said indenture was of or to the purport and effect in the said first paragraph

of the said bill in that behalf set forth; but for my greater certainty I crave to refer to the same when produced to this Honorable Court.

2. I do not know and cannot set forth as to my belief or otherwise, whether the said Henry Baker died on the seventh day of May, 1867, or when he died; or whether or not having by his will and whether or not dated the tenth day of January, 1867, or of what other date, devised to the plaintiffs and their heirs, all estates vested in him by way of mortgage, or appointed the plaintiffs to be his executors; nor whether the said will was or was not on the first day of July, 1867, or when, in fact, proved by the plaintiffs in the Surrogate's Court for the city and county of New York, or how otherwise; nor whether the said plaintiffs thereby or in fact became, nor whether they now are, the legal personal representatives of the said Henry Baker; but I have no reason to doubt that the facts are as in that behalf alleged in the said bill.

3. The said Henry Baker was a bachelor, without any near relations, and for many years previously to the year, 1864, and thenceforward to his death, he suffered from continual ill-health and infirmity. My mother, Sarah Hawes, was in the service of the said Henry Baker as housekeeper from the year 1855 down to the time of the death of the said Henry Baker, and was in continual attendance upon him; and the said Henry Baker frequently expressed to my said mother his gratitude for her attention to his comfort in that his illness.

4. I attained my age of twenty-one years in the year 1864. In the early part of that year my said mother applied to the said Henry Baker to advance me the sum of one thousand dollars to enable me to enter business, which he agreed to do on having the repayment thereof with interest secured by the said indenture of the first day of June, 1864.

5. In the month of May, 1964, the said Henry Baker wrote, signed and sent to me a letter bearing no date, containing the words and figures following (that is to say): "All is arranged about the security you are to give me. I hope I shall never have occasion to enforce it; and that nothing will compel me to change my intention of rewarding your mother and yourself for her long and faithful services to me,"—as by such letter when produced will appear.

6. I have never made any payments whatsoever on account of interest due on the said indenture, and I was never called upon to pay interest thereon by the said Henry Baker in his lifetime.

7. My said mother died on the twenty-seventh day of December, 1867.

8. Under the circumstances hereinbefore appearing I submit that nothing is due on the said indenture from me to the plaintiffs, whether as such alleged personal representatives or otherwise, but I admit that nothing has ever been paid on account of the principal money secured thereby.

9. I do not know, and cannot set forth, as to my belief or otherwise, whether the plaintiffs did on the seventh day of April, 1873, discover, but I admit that it is the fact, that I intend to pull down the said house in the said bill mentioned, and that I have advertised the bricks composing the same to be sold as building materials. I deny that it is true that I have entered into a contract with John Smithers or with any other person for the execution of the work of pulling down the same.

10. I admit that if the said house be pulled down, the said premises would be insufficient security for the sum of one thousand dollars with interest thereon at the rate of five per centum per annum from the first day of June, 1864. But I submit that I have a right to pull down the said house, and to sell the bricks composing the same as building materials, and that the injunction awarded against me by this Honorable Court on the sixteenth day of April, 1873, ought to be dissolved, and that the said bill ought to be dismissed with costs.

HENRY HAWES.

ROBERT JONES,
Solicitor for Henry Hawes,
111 Broadway, New York.

DEFENDANT'S OATH TO ANSWER.

STATE OF NEW YORK,
City and County of New York, } ss.
Southern District of New York.

Henry Hawes, being duly sworn, deposes and says: I am the above named defendant. So much of the foregoing answer as concerns my own acts and deeds is true to the best of my own knowledge; and so much thereof as concerns the acts or deeds of any other person or persons, I believe to be true.

HENRY HAWES.

Sworn to before me this 20th day of July, 1875.

SYLVANUS BROWN,
[SEAL.] Notary Public, New York County.

FORM XIII.—ANSWER IN COPYRIGHT SUIT IN EQUITY.

[District] Court of the United States, Southern District of New York.

EDWARD THOMPSON COMPANY, Complainant, *vs.* AMERICAN LAW BOOK COMPANY, Defendant.	In Equity. No. 7951.

The answer of the American Law Book Company, the above-named defendant, to the bill of complaint exhibited against it by the above-named complainant.

This defendant now and at all times hereafter saving and reserving to itself all and all manner of benefits and advantages of exception which may be had or taken to the many errors, uncertainties, imperfections and insufficiencies in the complainant's said bill of complaint contained, for answer thereunto, or unto so much or such parts thereof as this defendant is advised that it is material or necessary for it to make answer unto, answering, says:

1. Defendant admits that complainant is a corporation organized under the laws of the state of New York, with its principal office and place of

business at the village of Northport, Long Island, and also admits that defendant is a corporation duly organized under the laws of the State of New Jersey, having a publication office and resident agent in the city of New York, in said district, and that both complainant and defendant are citizens of the United States.

2. Further answering, defendant denies that complainant is or at any time was the author of any of the books or publications mentioned and referred to in the bill of complaint, to wit: The "American and English Encyclopædia of Law, Second Edition" and the "Encyclopædia of Pleading and Practice;" and further, upon information and belief, denies that the complainant is the proprietor of any material or substantial part of any of said books or publications; further denies upon information and belief, that said books or publications were edited, prepared, published or otherwise produced from original sources of information; on the contrary this defendant alleges that the said books and publications referred to in said bill as being the complainant's, were produced and made up by the unlawful use and appropriation of numerous copyright publications, which were not and have never been the property of complainant, and which were appropriated, used, copied, pirated and employed by complainant, in defiance of the rights of the authors and proprietors of the same, and in violation and infringement of the copyrights thereof.

3. Further answering defendant denies, on information and belief, that the "American and English Encyclopædia of Law, Second Edition" is a new or original work, and likewise alleges that the said "Second Edition" is based upon the "First Edition" thereof; and that neither editions of said books is original work, but that both said First Edition and said Second Edition are made up by the piratical use of copyrighted publications which were and are the works of authors whose labors the complainant and writers employed by complainant and its predecessor in business unlawfully and piratically appropriated.

4. Further answering this defendant alleges, upon information and belief, that complainant has unlawfully appropriated and piratically used, in the preparation and production of the forty volumes of its Encyclopædias particularly set out in the bill of complaint, a great number of volumes of law reports, text books, law dictionaries and other legal publications, all of which are and were duly copyrighted and the copyrights of which are and were the property of other writers or publishers, and among others the following:

The American Digest, Annual 1887, title recorded April 24, 1888.

The American Digest, Annual 1888, title recorded April 6, 1889.

The American Digest, Annual 1889, title recorded May 16, 1890.

The American Digest, Annual 1890, title recorded December 1, 1890.

Defendant further says upon like information and belief, that in the case of each of the above-named volumes of the American Digest, the printed title of each volume respectively was deposited in the mail by the West Publishing Company before the publication of each volume addressed to the Librarian of Congress at Washington, District of Columbia, for record, furthermore that in the case of each of said volumes

two complete printed copies thereof, were also duly deposited in the mail by the West Publishing Company within ten days after the publication of each volume respectively, addressed to the Librarian of Congress, at Washington, District of Columbia, to complete the copyright therein, and that the fees required to be paid to the Librarian of Congress were all duly paid. That the notice of copyright required by law, was also duly inscribed in the page immediately following the title page thereof, in the several copies of every edition published of each of said volumes as such notice appears in the several volumes of the same.

Deponent further says upon like information and belief that in the case of the following books published by the West Publishing Company, the copyright thereof was duly taken out by said West Publishing Company as follows: In the case of each volume, before the publication of the same, the printed copy of the title thereof was deposited in the mail within the United States, to wit: at St. Paul, Minnesota, addressed to the Librarian of Congress, at Washington, District of Columbia; and that not later than the day of publication of each of said volumes two complete printed copies of the same, printed from plates made from type set within the limits of the United States, were also deposited in the mail within the United States, addressed to the Librarian of Congress, at Washington, District of Columbia, to complete the copyright in each volume, and that the notice of copyright required by law was also duly inscribed in the several copies of every edition published of said books in the page immediately following the title page thereof as such notice appears in the published volumes of said books, and the titles thereof are duly recorded in books of the Library of Congress, as follows:

[Next followed dates of record.]

Defendant further alleges upon information and belief that in the case of said Jacob's Fisher's Digest a printed copy of the title of each volume was before the publication of each volume deposited in the mail addressed to the Librarian of Congress, at Washington, District of Columbia, and recorded by the Librarian of Congress on the days above set out; that within ten days after the publication of each volume, two complete printed copies of each volume were deposited in the mail addressed to the Librarian of Congress, at Washington, District of Columbia, in order to complete the copyright, and the fees required by law were all duly paid. That in the several copies of every edition of each of said volumes in the page immediately following the title page thereof, the notice of copyright required by statute was also duly inscribed in the words prescribed by statute, and as such notice appears in each volume of said Jacob's Fisher's Digest.

[Next followed dates of record of United States Digest.]

Defendant further alleges upon information and belief that, in the case of said United States Digest, First Series, and said United States Digest, New Series, a printed copy of the title of each volume was before the publication of each volume deposited in the mail, addressed to the Librarian of Congress at Washington, District of Columbia, and recorded by said Librarian of Congress on the days above set out; that within ten days after the publication of each volume two complete copies of each volume

were deposited in the mail addresed to the Librarian of Congress at Washington, District of Columbia, in order to complete the copyright, and the fees required by law were all duly paid. That in the several copies of every edition of each of said volumes, on the page immediately following the title page thereof, the notice of copyright required by statute was also duly inscribed, in the words prescribed by statute, and as such notice appears in each volume of said United States Digest, First Series and New Series.

Defendant further alleges that in the case of all of the foregoing books set out in paragraph 4 of this Answer, the authors thereof were citizens of the United States and entitled to copyright in said several books under the laws of the United States.

Defendant further alleges, upon like information and belief, that said complainant further also pirated upon and copied from and infringed the copyright in a number of other books duly protected by copyright in the United States in preparing and publishing the said "American and English Encyclopædia of Law, Second Edition," and also in the First Edition, and in said "Encyclopædia of Pleading and Practice," but such other books and the dates when the titles thereof were recorded are not at present definitely known to the defendant, and defendant prays leave, as soon as the titles thereof and the dates of recording the same are ascertained, to set up the same as part of this answer by due and proper amendment.

5. Further answering on information and belief, defendant denies that complainant's said forty volumes of Encyclopædias or any of them are original compilations, or are derived from original sources of information, and avers that said forty volumes consist chiefly and mainly of copyright matter contained in the legal publications described and referred to in the paragraph numbered 4 above, which copyright matter has been piratically paraphrased, colorably altered and copied out of such copyright books, all of which have been duly copyrighted in the United States and have been and are the property of others than the complainant, with the addition of some matter copied out of English and Canadian law books and digests.

6. Further answering, defendant denies upon information and belief, that complainant's American and English Encyclopædia of Law, Second Edition, is a new or original work; and likewise denies that it is not based upon the first edition of such work; and likewise alleges that the second edition of said work is largely based upon the first edition of the same, and that such first edition was, also prepared by the unlawful and piratical use of, and infringement of a number of the copyrights of books described or referred to in paragraph 4, above.

7. This defendant denies that complainant became and was the author of the 19 volumes of the "American and English Encylopædia of Law, Second Edition," which are mentioned and referred to in the bill herein, and of the 21 volumes of the "Encyclopædia of Pleading and Practice," likewise set out in the bill herein, and on information and belief denies that complainant is the proprietor of any substantial or material part of said volumes or of any of them.

8. Further answering, defendant upon information and belief denies that complainant performed any of the acts looking to the obtaining of copyrights for said American and English Encyclopædia of Law, Second Edition, or said Encyclopædia of Pleading and Practice, or of any volumes thereof, in accordance with the statutes of the United States; defendant admits that complaint represented to the Librarian of Congress, that complainant was the author and proprietor of said books and thereupon sought to obtain copyright for the same, but defendant denies that complainant's acts in that respect were in accordance with the statutes of the United States enacted for the purpose of copyright, and alleges on information and belief that complainant's sets were in fraud of the statutes of the United States, and constitute an unlawful attempt to obtain copyright by complainant for material and substantial parts of the writings and literary works of other persons, for whose protection copyrights had been theretofore granted under the laws of the United States.

9. Further answering, defendant denies that it has any knowledge or information save that derived from the bill, as to when the titles of any of complainant's said 40 volumes of its Encyclopædias were deposited in the mail or whether such deposit was not later than the day of publication of each book, and leaves complainant to make such proof thereof as it may be advised.

10. Further answering, defendant denies upon information and belief that complainant has done all or any of the acts or complied with all or any of the legal requirements necessary to establish its right to copyright under the statutes of the United States, in said "American and English Encyclopædia of law, Second Edition," or in said "Encyclopædia of Pleading and Practice" or in any volume of either of said Encyclopædias.

11. Further answering, defendant on information and belief denies that any of complainant's said 40 volumes were composed, or edited or prepared or arranged, or compiled from original sources of information, or otherwise than by copying and paraphrasing from prior published books which were duly copyrighted and the property of persons other than the complainant, and likewise denies that complainant's said books contain a large, or any substantial or material amount of matter which is original with the complainant, or which is the private property of the complainant; and further likewise denies that complainant, either as author or proprietor ever obtained any valid copyright for the said books or for any of said 40 volumes.

12. Further answering, defendant denies, on information and belief, that complainant has complied with the legal requirements necessary to maintain any rights or copyrights in said 40 volumes of Encyclopædias or in any of them, and further likewise denies that complainant is the proprietor of any copyrights therein, or that it has any sole or exclusive right to publish the same or any of them, or that the alleged copyrights therein are of great or any value whatever.

13. Further answering, defendant admits that at one time Charles W. Dumont, mentioned in the bill of complaint, was treasurer and one of the

stockholders of complainant the Edward Thompson Company, and thereby became fully conversant with the plans and methods of said company as alleged in the Bill of Complaint.

14. Defendant further alleges that said Dumont has been engaged in the business of dealing in and selling law books for about twelve years. That during that time he traveled extensively throughout the United States in said business, and trained and employed a number of agents in and for his said business and became acquainted with a large number of judges, lawyers, text book and other legal writers, and contributors to the legal periodicals published throughout the United States and became thoroughly acquainted with the requirements of the members of the legal profession, and that among the books dealt in and sold by him and his agents were the American and English Encyclopædia of Law, Second Edition, and the Encyclopædia of Pleading and Practice, both being works published by the complainant.

15. That while thus engaged said Dumont learned of many of the objections to the complainant's said publications, but in spite of the same said Dumont established a large and profitable business therein. That being engaged in the book selling business, with his headquarters at Chicago, said Dumont was not able to regulate or control the objectionable plans or methods of said complainant company.

16. That among the objections to said complainant's books, were the endless chain system of new editions adopted by complainant for its Encyclopædias, the division of the same into what complainant designates Substantive Law, on the one hand, and Pleading and Practice on the other hand, and thereby a large duplication of matter requiring the examination of at least two sets of books upon any subject by reason of the cross references from one set to the other; and further the piratical appropriation of matter from text book writers. This last objection was especially serious where the authors resided whose works had been pirated and among those lawyers who were friends of the writers of such books.

17. That having become thoroughly acquainted with the requirements of the profession for properly edited books of such character, published upon a reasonable plan, said Dumont had in contemplation the preparation of a set of such books and upon more enlightened lines, but in 1897, the complainant company invited said Dumont to come to Northport, to organize a selling department for the complainant and place his trained agents therein, to purchase stock in the complainant's company, and to become one of its officers, at a handsome salary.

18. That said Dumont, believing that by accepting such position he would be able to control the plans and methods of said complainant company so as to make the publication of said company more attractive to the profession, accepted the offer of the complainant company, broke up his home and business at Chicago, removed his family to Northport and established his home there, organizing a selling department for complainant, and turned over his trained agents and salesmen to the business of complainant company and prepared large quantities of advertising matter for said complainant company. This work re-

quired all of said Dumont's attention for over three years, and then he discovered that he not only had no influence upon the plans or methods of the complainant company, but from certain indications he then found that the object of that company had been principally to have him bring his trained agents and salesmen over to make contracts directly with said company, and to organize its sales department upon a solid and satisfactory basis in order that the profits which said Dumont had realized in his business from the sales of the complainant's books prior to said arrangement, might be realized by said complainant company.

19. That said Dumont did not fully realize his position until July, 1900, when the other officers who were directors of the company, elected one of their number as treasurer, and largely increased the salary of such other officers and in that manner deprived him not only of his agents and salesmen, but of the lucrative business which he had theretofore established and carried on at Chicago.

20. Said Dumont thereupon, in association with legal writers of high standing and great experience, organized the American Law Book Company for the purpose of publishing a leading Cyclopædia upon a new plan, and entirely by new methods, such as would obviate all the objections with which he had become acquainted during his long experience in dealing in and selling law books, including those of the complainant company.

21. That after organizing the said American Law Book Company, the defendant herein, the Editors in Chief, appointed by said company, William Mack and Howard P. Nash, selected suitable and competent writers to be employed by said company for the purpose of preparing the books about to be published under the best conditions. With this object in view, defendant established its editorial department in the City of New York where there is access to the great law libraries and where many of the best writers resided or desired to reside, and there established an Editorial Department and purchased and fitted up one of the best and most complete Law Libraries in the United States.

22. That upon consultation it was determined to arrange, in the preparation of defendant's books, for the use of the best publications issued by other publishers in the United States. Defendant at once opened negotiations with the West Publishing Company, with the Lawyer's Co-Operative Publishing Company, and with the Bancroft-Whitney Company, for the use of their publications, and for valuable considerations obtained certain rights and privileges and certain property now belonging to the defendant company as follows, to wit:

23. The sole right to use, in books of an Encyclopædia character the American Digests, Century and Annual Editions, all of them the property of and copyrighted by the West Publishing Company as hereinbefore set out: and of these unbound sheets in duplicate for the use of being cut up to facilitate their use in defendant's business.

24. The undivided one-third interest in all the several copyrights in the United States Digest, First and New Series, herein above more particularly referred to, together with the sole right to use the said United

States Digests, First and Second Series, in books of an Encyclopædic character.

25. The sole right to use the law reports of the National Reporter system, also the property of and copyrighted by the West Publishing Company in books of an Encyclopædic character. These reports include the Atlantic Reporter, the Northeastern Reporter, the Northwestern Reporter, the Southeastern Reporter, the Southwestern Reporter, the Southern Reporter, the Pacific Reporter, the New York Supplement, the Federal Reporter, and Supreme Court Reporter.

26. The sole right to use the Federal Cases and Digests of the same, and Black's Law Dictionary, hereinabove more particularly referred to, also the property of and copyrighted by the West Publishing Company, in books of an Encyclopædic character.

27. The license to use, in books of an Encyclopædic character, the publications of the Bancroft-Whitney Company, consisting of the American Decisions, American Reports, and American State Reports, having notes and also digest volumes.

28. The license to use, in books of an Encyclopædic character, the publications of the Lawyer's Co-Operative Publishing Company, including the General Digest, published annually, and the reports, which now include those generally cited as L.R.A. and also the Circuit Court of Appeals Reports, generally cited C. C. A. and Supreme Court Reports of the U. S. Lawyers' edition.

29. The copyrights of the English Digest known as Jacob's Fisher's Digest, consisting of eleven volumes. All of the books set up in paragraphs numbered 23 to 29, both inclusive, being duly copyrighted in the United States.

30. The president of defendant company having learned of the prejudice against publications of the complainant company, by reason of the piratical use of a number of text books in preparing the Encyclopædias of that company, it was determined not only that under no circumstances should matter out of any book be used without permission in preparing articles for defendant's Cyclopedia, but that wherever practicable authors of distinguished position should be engaged to prepare and write articles for defendant's "Cyclopedia of Law and Procedure," or where that could not be done, that such authors should be engaged to edit, revise and thus make themselves responsible for articles prepared by the Editorial Department of the defendant company.

31. In accordance with this policy the following prominent authors and jurists have prepared or are preparing articles for defendant's said Cyclopedia:

Hon. Seymour D. Thompson, Author of "Thompson on Corporations," etc.

Hon. John F. Dillon, Author of "Dillon's Municipal Corporations."

Hon. James Schouler, Arthur of "Schouler on Domestic Relations," etc.

Hon. Samuel C. Bennett, of Boston, Mass.

Hon. George Hoadly, of New York.

Hon. W. H. Hamilton, of New York.

Justice GILBERT COLLINS, of New Jersey.
Judge THOMAS A. MORAN, of Chicago.
Justice CHARLES L. LEWIS, of Minnesota.
Ex-Chief Justice JONATHAN ROSS, of Vermont.
Justice JOHN S. WILKES, of Tennessee.
Ex-Justice C. C. COLE, of the District of Columbia.
Justice EMIL MCCLAIN, of Iowa, Author of "McClain on Criminal Law," etc.
Ex-Attorney-General W. A. KETCHAM, of Indiana.
Justice H. A. SHARPE, of Alabama.
Justice CHARLES V. BARDEEN, of Wisconsin.
JOYCE & JOYCE, Authors of "Joyce on Electricity," etc.
JOHN M. GOULD, Author of "Gould on Waters, etc.
GEORGE F. TUCKER, Joint Editor of "Gould and Tucker's Notes on the U. S. Statutes," etc.
Justice WALTER CLARK, of North Carolina, Author of "Clark's Annotated Code of Civil Procedure of North Carolina."
Justice W. A. JOHNSTON, of Kansas.
Hon. GEO. H. BATES, of Delaware.
Justice H. C. MCWHORTER, of West Virginia.
Hon. JOSEPH F. RANDOLPH, Author of "Randolph on Commercial Paper," etc.
Hon. LEONARD A. JONES, Author of "Jones on Mortgages," etc.
Chief Justice A. C. KILLAM, of Manitoba, Can.
Hon. A. B. BOLLES, Author of "Bolles on Banking."
Hon. JOHN NORTON POMEROY, JR., Editor last edition of "Pomeroy on Equity."
ROGER FOSTER, Author of "Foster's Federal Practice," etc.
MARION C. EARLY, Author of last edition of "Bishop on Statutory Crimes."
ARDEMUS STEWART, of Philadelphia, Pennsylvania.
Hon. J. D. LAWSON, Author of "Lawson on Contracts," etc.
Ex-Presiding Judge R. E. ROMBAUER, of St. Louis Court of Appeals.
H. W. WELLS, Author of "Wells on Replevin."
Hon. CHARLES F. CHAMBERLAYNE, Editor of "Best on Evidence."
Ex-Judge FRANK IRVINE, Prof. on Equity at Cornell University.
Prof. HENRY WADE ROGERS, of Yale School, Author of "Rogers on Expert Testimony," etc.

32. That while the first and second volumes of defendant's said Cyclopedia were in preparation, it was considered desirable among other things to ascertain whether the plans adopted by defendant were adequate to meet the competition which would arise between the defendant's volumes and those published by complainant.

It was determined at the outset that every writer selected by the Editors in Chief should be required to stipulate that he would not look into any of complainant's publications, for the reason that otherwise questions of infringement of copyright might arise, and these, of course, it was desired to avoid, and in pursuance of this policy the president

of defendant personally made the aforesaid stipulation with each writer employed.

33. Thus there was no method of comparison between the volumes of cases, collected by defendant's writers and that collected by complainant's writers. Nor was there any way of tracing up the numerous errors of citation in complainant's publications. In order to get at this information defendant consulted competent counsel, was advised that such comparison could lawfully be made by checking off the cases cited in defendant's publications by those cited in complainant's publications.

34. In order to do this without permitting defendant's writers to use the volumes of complainant's publications, some of defendant's stenographers were employed to collect all the cases from a number of the articles published in complainant's publications. These cases, viz.: the bare citations were copied on slips of paper about 4x8 inches. On each slip was the volume and page from which taken, and the title of the case, *e. g., Jones v. Smith*, 10 N. Y. 40. There was nothing to indicate what point was decided by the case, but only that it was a case cited in the article.

35. Further answering, defendant alleges, upon information and belief, that each writer was instructed generally to make a thorough and complete article on the subject assigned to him, and was informed that he would be held responsible for a complete collection of all the authorities on such subject, to the date of its preparation. The writers were notified that the American Law Book Company had made arrangement for the use of the publications of the Bancroft-Whitney Company, of the Lawyer's Co-Operative Publishing Company, and of the West Publishing Company, and the Digest slips of the last named company were furnished to the writers, together with the bare names of cases from complainant's encyclopædias as a starting for that purpose, with instructions to check off the material collected by the writers, but defendant's writers were required to write their articles from the cases in the original law reports.

36. That from quite a number of complainant's articles the cases were thus copied and turned over to complainant's writers in connection with articles in volumes 1 and 2. Some of defendant's writers worked on this plan with the first articles written, but thereafter refused to spend the extra time required, for the reason that by defendant's plan of work involving the thorough examination of all the Digests and reports, all that was valuable and authoritative in the reports was obtained, and that the checking off system involved a great amount of labor without any corresponding benefit. The checking system was therefore abandoned and the cases which had been copied from a number of complainants' articles were thrown away without being used even for advertising purposes.

37. Defendant further answering on information and belief, denies that the volumes 1 and 2 of its Cyclopedia contained a large or any amount of complainant's original or copyright matter, or any matter whatever pirated or copied from complainant's publications or from any of them, and upon like information and belief alleges, that there is not in either

of defendant's said volumes so much as one line copied out of the complainant's publications or any of them, set up in the bill of complaint herein.

38. Defendant further answering denies that it has, in its said volumes one and two, as a substitute for, or in lieu of a resort to original sources, unfairly or otherwise used the results of complainant's labor as set forth in complainant's publications, or has incorporated such result in defendant's said volumes, and likewise denies that defendant's publications are to a large or any extent the product of complainant's original work, either as alleged in the bill or otherwise; likewise denies that defendant instead of resorting to original sources for citations of cases, definitions of terms, statements of legal principles, and similar legal information, has to a very large extent, or to any extent, obtained the same from complainant's publications or from any of them; and likewise denies that it has unfairly availed itself of any of complainant's work, either as alleged in the bill or otherwise; likewise denies that it has published any of complainant's work in unfair competition, or in violation of any of complainant's alleged copyrights; on the contrary it alleges that in so far as there has been competition between the publications of defendant and complainant, such competition has been fair and open, and that the superiority of the plan of defendant's publications over that of the complainant's and the superiority of the work contained in the defendant's books, has always been pointed out to prospective customers, in order that being made acquainted therewith and seeing the work for themselves such customers might be in position to select the best.

39. Defendant denies that it has in any way or manner availed itself of the alleged good name or standing of the complainant, and on the contrary alleges that it has always adverted to and advertised the fact prominently brought before the public that it not only had no connection with the complainant but was engaged in the publication of a legal cyclopedia much superior to that produced by the complainant.

40. Defendant admits that some of the better class of writers who at one time were engaged in writing for complainant, have come to work for defendant, for reasons best known to themselves, and that some of the salesmen and agents who had been trained by said Dumont, have returned to him, preferring apparently to be associated with him in the work of introducing defendant's books to purchasers, rather than to remain with complainant, and that such writers and salesmen, and agents, had perfect legal and moral rights to do so, so far as known to defendant.

41. Defendant denies that it has skillfully or otherwise simulated the title of complainant's publications or of complainant's advertising matter, or that it has used quotations or apt phrases long or otherwise associated with complainant's publications, denies that it has pirated upon complainant's publications or done anything to conceal any alleged piracy upon complainant's publications; denies that it has availed itself of any original copyrighted work or methods or ideas of complainant in making, preparing or selling defendant's publications; and further denies that by

such means or by any means defendant has been enabled to prepare and publish its books with great ease or accuracy than would be otherwise possible; on the contrary defendant alleges that it has always been careful to avoid the ideas and methods of complainant in preparing and selling the books prepared by defendant, for the reason that defendant has learned before the plain of its cyclopedia was developed, that the ideas and methods of complainant in preparing its books and in employing many cheap writers of inferior capacity, and the publication of the same upon the endless chain editions plan adopted by complainant, were to be carefully avoided.

42. Further answering defendant admits that its volumes one and two are much more accurate than the books of complainant, but denies that defendant's books were prepared with greater ease or at less expense than the books published by complainant, and alleges that it has required much harder and more skillful work to prepare defendant's volumes than to prepare books in the manner in which the complainant's books are prepared; and that so far as defendant knows the prices paid by defendant to its writers and editors are higher than those paid by complainant for work upon its publications.

43. Defendant further denies that any infringement, copying or piracy of defendant upon the books of complainant will appear upon an examination or comparison of said Cyclopedia of Law and Procedure, volumes one and two, with the alleged copyrighted books of complainant; further denies that there has been any infringement or copying or piracy; and denies that defendant's said books, volumes one and two, are infringements or piracies upon the alleged copyrights of complainant; defendant denies that by any unfair acts or devices it has been selling its cyclopedia to persons who would otherwise have bought or would now buy the books of complainant; it admits that it has been selling numbers of its books to persons in the legal profession who purchased defendant's said books in the belief as they represent to defendant, that defendant's books are much superior to those prepared and published by complainant, and that they are published upon a plan much more desirable than the endless chain edition plan of complainant's publications.

44. Further answering defendant alleges that it has organized a large and valuable business in which more than three hundred and twenty thousand dollars have been expended; that five volumes of its Cyclopedia have been published, and matter for from eight to ten additional volumes has been prepared; that it has a large and highly competent staff of writers in its employment and has outstanding contracts amounting to many thousands of dollars with numerous prominent law writers and judges, for the writing and editing of articles for its cyclopedia, many of which have been completed and many others are in the course of preparation, and that the high standard of work set in its early volumes will be maintained throughout, that in so far as defendant's books have superseded or may hereafter supersede the books of complainant, it will be by reason of the fact that members of the bench and bar are intelligent enough to understand the particular kind of books they require

and competent to compare the books of the defendant with those of complainant, and select the particular publication which will best satisfy their requirements.

45. Further answering, upon information and belief, defendant alleges that by reason of the piratical use made by complainant of many and various publications, and the infringement of the copyrights in such publications, in the preparation of the volumes of the "American and English Encyclopædia of Law, Second Edition," and in the preparation of the volumes of the "Encyclopædia of Pleading and Practice" which are particularly set out in the bill, and by reason of a like piratical use and infringement by the predecessor of complainant in preparing the "American and English Encyclopædia of Law" referred to in the bill as the first edition, neither the complainant nor its predecessor obtained any lawful or valid copyright in the said books or in any of them, and that the alleged copyrights upon which this action is based, are one and all of no effect and void.

46. Defendant denies that it has in any wise infringed upon the rights of complainant as alleged in the said bill, or otherwise, and denies that it has in any wise infringed the alleged copyrights in complainant's books referred to in the bill, or any of such alleged copyrights.

47. Defendant denies that complainant is entitled to any relief whatsoever or any part of the relief in said bill of complaint demanded, and alleged that complainant has no standing in this court or in any Court of Equity.

48. And defendant prays in all things the same benefit and advantages of this, its answer, as if it had pleaded or demurred to said bill of complaint.

49. And defendant denies all and all manner of unlawful acts whatsoever, whereof it is in any wise by the said bill of complaint charged; all of which matters and things this defendant is ready and willing to prove as this Honorable Court shall direct, and prays to be hence dismissed with its reasonable costs and charges in this behalf most wrongfully sustained.

AMERICAN LAW BOOK COMPANY,
by CHARLES W. DUMONT,
President.

AUGUSTUS T. GURLITZ,
Solicitor for Defendant and of Counsel.

STATE OF NEW YORK,
City and County of New York. }

Charles W. Dumont, being duly sworn deposes and says that he is president of the American Law Book Company, the corporation defendant above named, and is well acquainted with its business, that he has read the foregoing answer and knows the contents thereof; that the same is true to the knowledge of deponent, except as to matters therein

stated to be alleged on information and belief, and that as to those matters he believes it to be true.

CHARLES W. DUMONT.

Subscribed and sworn to before me this 26th day of December, 1902.

[L. S.] ELMER A. ALLEN,
Notary Public,
New York Co.

FORM XIV.—ANSWER TO FRIENDLY BILL FOR RECEIVER.

[Re Metropolitan Railway Co. Ownership 208 U. S. 90.]

IN THE DISTRICT COURT OF THE UNITED STATES,

FOR THE SOUTHERN DISTRICT OF NEW YORK.

THE PENNSYLVANIA STEEL COMPANY and DEGNON CONTRACTING COMPANY, Complainants, AGAINST NEW YORK CITY RAILWAY COMPANY, Defendant.	In Equity.

New York City Railway Company, the defendant in this cause, for answer to the bill of complaint herein, or unto so much and such parts thereof as the defendant is advised it is necessary or material for this defendant to make answer unto, answering, says:

FIRST. The defendant admits all the allegations of said bill of complaint.

SECOND. The defendant, reiterating the admissions of the preceding article of this answer, joins in the prayer of said bill of complaint and prays that this Court sitting in equity may take possession of the system of the defendant through the appointment of a Receiver as prayed in said bill of complaint and thereby preserve the unity of the system of the defendant as it has been maintained and operated and protect and preserve the corporate franchises, privileges and property and preserve the corporate existence of the defendant and protect and preserve its said system and its said property, real and personal, from being sacrificed under any proceedings which can or may be taken, liable to prejudice or sacrifice the same, and do any and all acts which may be necessary to preserve the valuable rights and franchises of the defendant, and it accordingly prays that inasmuch as there is no adequate remedy at law in the premises for the complainants or for this defendant, that this Court will, for the purposes aforesaid, appoint a Receiver as prayed for in said bill of complaint, and empower and authorize such Receiver to take possession of the entire property of this defendant and to preserve, manage, operate and control the same, pay all indebtedness due or to become due by this defendant, and otherwise discharge all the duties ordinarily imposed by Courts upon Re-

ceivers in similar cases; that on the final hearing in this cause, this Court will, under said bill of complaint and this answer or such supplemental bill as shall be filed herein, make such decree or decrees with respect to the property of this defendant as shall deal with the same on general equitable principles, and that this Court will cause all the liens upon said property or any part thereof and all rights and claims in equity of persons interested therein to be ascertained, defined and determined, and that the proceeds arising from the sale of said property or any part thereof be applied under the said orders or decrees of this Court according to the rights, interests and equities of the parties interested therein, and that this Court will direct all persons in possession of the property of this defendant or any part thereof, to surrender the same to such Receiver or to hold such property under said Receiver.

JAMES L. QUACKENBUSH,
Solicitor for Defendant.

ALFRED A. GARDNER,
Of Counsel.

SOUTHERN DISTRICT OF NEW YORK,
State of New York, } ss.:
COUNTY OF NEW YORK,

CHARLES E. WARREN, being duly sworn, doth depose and say that he is the Secretary of the New York City Railway Company, the defendant in this suit; that he has read the foregoing answer to the bill of complaint in this suit and knows the contents thereof and that the same is true to his own knowledge except as to the matters therein stated to be alleged upon information and belief and that as to those matters he believes it to be true.

CHARLES E. WARREN.

Sorn to before me this 24th day of September, 1907.

EARL E. STODDARD,
[L. S.] Notary Public.
Filder 24th September, 1907.

FORM XV.—AMENDMENTS TO BILL IN EQUITY.

[119 Fed. 217.]

[TITLE.]

And now, February 24, 1902, complainant, by leave of the court, amends its bill of complaint by adding to the said bill the following paragraphs:

1. "Your orator further shows that it has caused to be printed and inserted in the several copies of each volume of every edition of the said book called 'American and English Encyclopædia of Law Second Edition,' and in the several copies of each volume of every edition of the said book called 'Encyclopædia of Pleading and Practice," on the page immediately following the title pages thereof the word 'copyright,' to-

gether with the year the copyright was entered, and the words 'Edward Thompson Company,' as required by law.

2. "Your orator hereby waives all penalties or forfeitures to which the respondent might be liable by reason of the alleged infringement of complainant's copyright and unfair competition with complainant's work, and elects to proceed against the defendant only for an injunction and accounting."

Complainant further amends its said bill by withdrawing and striking from its bill the following prayers for discovery and relief, namely:

"And especially to answer and set forth:

"1. The date of the publication of each of its said volumes.

"2. The number of copies of each of its said volumes published.

"3. The number of subscribers to its said volumes, and how many of said volumes have been sold, and the price at which they were severally sold.

"4. How many of its said volumes are still in the possession of and in the control of the defendant.

"And that all of said books published as aforesaid, and the stereotyped plates thereof be declared forfeited to and for the benefit of your orator, and that the defendant be required to surrender and deliver the same to your orator."

EDWARD THOMPSON COMPANY,
By JOHN W. HILTMAN,
Treasurer.

WALTER LARGE,
Solicitor for Complainant.
Office and Post Office Address, Temple Court,
Borough of Manhattan, New York City.
FRANK P. PRICHARD,
Of Counsel.

UNITED STATES OF AMERICA,
Southern District of New York. } ss.

John W. Hiltman, being duly sworn, deposes and says that he is the treasurer of the corporation, the complainant above named, and is familiar with its business; that he has read the foregoing amendments to the bill of complaint herein and knows the contents thereof, and that the same are true to the knowledge of deponent, except as to the matters therein stated to be alleged on information and belief, and as to those matters he believes them to be true.

JOHN W. HILTMAN.

Subscribed and sworn to before me this 24th day of February, 1902.

GEO. BABCOCK,
[SEAL.] Notary Public.

FORM XVI.—BILL OF REVIVOR.

United States [District] Court, Southern District of New York.

THE WEBSTER LOOM COMPANY *against* EMMA L. HIGGINS, EUGENE HIGGINS and JOSEPHINE BROOKS, as Executors of the last Will and Testament of ELIAS S. HIGGINS, Deceased, and JULES REYNAL and JOHN H. HIGGINS, surviving trustees, and NATHALIE FLORENCE REYNAL, residuary legatee under the last Will and Testament of NATHANIEL D. HIGGINS, deceased.	In Equity.

To the Honorable the Judges of the [District] Court of the United States for the Southern District of New York:—

The Webster Loom Company, a corporation organized under and pursuant to the Laws of State of New York, and having its principal place of business in the City of New York in said State, brings this its bill of revivor against Emma L. Higgins, Eugene Higgins and Josephine Brooks, as Executors of the last Will and Testament of Elias S. Higgins, deceased, and Jules Reynal and John H. Higgins, surviving trustees,—and Nathalie Florence Reynal, residuary legatee under the last Will and Testament of Nathaniel D. Higgins, deceased. Said Emma L. Higgins, Josephine Brooks, Eugene Higgins, Jules Reynal, John H. Higgins and Nathalie Florence Reynal being citizens of the State of New York and residents of the City of New York in said State; and thereupon your orator complains and says that on or about the 19th day of June, 1874, your orator filed a bill in equity in this Court against Elias S. Higgins and National D. Higgins, alleging infringement by them of certain Letters Patent of the United States, which were Numbered No. 130, 961 and dated August 37th, 1872, of which your orator was at that time, and is now, the owner.

That thereafter the said Elias S. Higgins and Nathaniel D. Higgins, having been duly served with the writ of subpœna, appeared by counsel and filed their answer to said bill of complaint, to which answer a replication was filed on the part of your orator.

That thereafter your orator proceeded to take proof in support of its said bill of complaint: and thereafter said defendants proceeded to take proofs in support of their said answer and in defense of said actions.

That thereafter said suit was brought to final hearing before the Honorable Hoyt H. Wheeler; that said judge filed his decision on the 31st day of May, 1879, adjudging invalidity of the fifth claim of the patent—being the claim in suit—and dismissing the said bill of complaint, as by reference to said decision reported in 15 Blatchford, 446, will more fully and at large appear.

That thereafter your orator appealed to the Supreme Court of the United States from the decision of the [District] Court for the Southern

District of New York; that the said appeal was argued before said Supreme Court of the United States, and a decision made by said court, the opinion being written by Justice Bradley, adjudging the validity of said patent and that defendants had infringed the same, and remanded the cause to this court, ordering a decree against said defendants restraining them from further infringement, and also granting a reference to a master to ascertain and report damages and profits caused by said infringement,—all of which will more fully and at large appear by reference to said decision reported in 15 Otto, 580.

That thereafter the accounting in this cause was commenced and voluminous proofs taken.

That thereafter the master filed his report awarding nominal damages to your orator, against said defendants.

That thereafter, on exceptions duly filed to said report, argument was had before His Honor Judge Shipman on motion to confirm said master's report; that said judge filed an opinion on the 26th day of July, 1889, recommitting said accounting to the master for further action in accordance with the said opinion. That no order has yet been entered on Judge Shipman's decision.

That during the pendency of said accounting the defendant Nathaniel D. Higgins died, leaving a last will and testament, which on the 31st day of January, 1882, was admitted to probate in the Surrogate's Court of New York County, New York, and letters executory thereupon were on said 31st day of January, 1882, duly issued out of said Surrogate's Court unto Elias S. Higgins, Jules Reynal and John H. Higgins.

That said will, after directing the payment of an inconsiderable percentage of the testator's estate as specified legacies to certain persons therein named, directed the said executors to hold in trust for the benefit of the testator's grandchildren, for a period of time that has not yet expired, the sum of one million and five hundred thousand dollars, and to pay the rest and residue of testator's estate unto his daughter Nathalie Florence Reynal.

That on the 31st day of December, 1888, said executors filed their final accounting in the office of the Surrogate of the County of New York, N. Y., whereby it appeared that they had paid said specific legacies, and that after paying to Nathalie F. Reynal aforesaid a sum amounting to between three and four millions of dollars, they still retained in trust for the benefit of said grandchildren of said testator the sum of one million and five hundred thousand dollars.

That said account was approved by said Surrogate and an order was entered in the court of said Surrogate on the 31st day of December, 1888, discharging and releasing said Elias S. Higgins, Jules Reynal and John H. Higgins from their duties as executors under said last will and testament, but directing them to continue to hold said trust fund of one million and five hundred thousand dollars as directed in said last will and testament.

That said Elias S. Higgins, Jules Reynal and John H. Higgins thenceforth continued to so act as trustees under said will as to said trust fund, and said Jules Reynal and John H. Higgins are now so acting

That the aforesaid Elias S. Higgins died upon the 18th day of August, 1889, leaving a last will and testament, which on the 14th day of September, 1889, was admitted to probate in the Surrogate's Court of New York County, New York, and letters executory thereupon were on said 14th day of September, 1889, duly issued out of said Surrogate's Court unto Emma L. Higgins, Eugene Higgins and Josephine Brooks, and still remain in full force and virtue.

Wherefore, your orator prays that the said cause may be revived by the decree of this Honorable Court, and that it may proceed to a decree in its favor in accordance with the prayer of the original bill of complaint herein.

Your orator further prays that a writ of subpœna may issue in due form of law, directed to the aforesaid defendants Emma L. Higgins, Eugene Higgins and Josephine Brooks, as executrices and executor of the estate of Elias S. Higgins, deceased, and Jules Reynal and John H. Higgins as trustees, and Nathalie Florence Reynal as residuary legatee under the will of Nathaniel D. Higgins, deceased, and requiring them to appear and show cause, if any they have, why this cause should not be revived; and if no cause shall be shown by said defendants why said suit should not be revived, that a decree be entered reviving said suit in favor of your orator.

And your orator will ever pray, etc.

WEBSTER LOOM COMPANY,
by WM. G. SMITH, Prest.

BROWN & JONES,
Solicitors and of Counsel for Complainant,
5 Beekman Street, New York.

STATE OF NEW YORK,
City and County of New York. } ss.

William G. Smith, being duly sworn, says that he resides in the City and County of New York, and is the president of the Webster Loom Company, the complainant herein; that he has read the foregoing bill of revivor and knows the contents thereof, and that the same is true of his own knowledge.

Deponent further says that the reason why this verification is not made by the complainant is, that it is a corporation; that deponent is an officer of the same, to wit, president. WM. G. SMITH.

Sworn to before me this 3d day of December, 1889.

[SEAL.] A. G. N. VERMILYE,
Notary Public, N. Y. Co.

FORM XVII.—SUPPLEMENTAL BILL.

United States [District] Court for the Southern District of New York.

RIDGWAY BOWKER, *Plaintiff,* *against* HAIGHT AND FREESE COMPANY, SEABOARD NATIONAL BANK, CONSOLIDATED NATIONAL BANK, PRODUCE EXCHANGE SAFE DEPOSIT AND STORAGE COMPANY, JOHN DOE AND RICHARD ROE, Defendants.	In Equity.

To the Honorable the Judges of the [District] Court of the United States for the Southern District of New York:

RIDGWAY BOWKER, of Camden, in the State of New Jersey, who is a citizen of said State of New Jersey and resident therein, presents the following supplemental bill against the said Haight & Freese Company, Seaboard National Bank, Consolidated National Bank, Produce Exchange Safe Deposit & Storage Company, John Doe and Richard Roe, all of whom are citizens and residents of the Borough of Manhattan, City, County and State of New York, and thereupon your orator complains and says:

That heretofore and on or about the 9th day of May, 1905, your orator duly filed his original bill of complaint in this Honorable Court against the defendants, in which your orator prayed for certain relief, the particulars of which are set forth in full in the said original bill filed in the office of the Clerk of this Court on the said 9th day of May, 1905, reference to which is hereby made the same as if the same were set forth herein in full. And your orator further shows to your Honors that said above-named defendants were duly served with process or subpœna in said suit, and that none of the said defendants have appeared except the Haight & Freese Company, which appeared herein by its solicitor, Franklin Bien, Esq., and put in its answer in due course.

That pursuant to orders duly made herein one James D. Colt, Esq., of Boston, Massachusetts, and one Beverley Randolph Robinson, Esq., of New York, were duly appointed receivers of the property of the defendant Haight & Freese Company until the final decree herein, with the powers enumerated in the order, appointing them, which said order has been filed in this Court, and which has been duly served with notice of entry upon said defendant Haight & Freese Company. The time of the defendants to answer other than the Haight & Freese Company has expired.

Your orator further shows that after the answer of the said defendant Haight & Freese Company your orator duly filed his replication to said answer. That the proofs herein have not yet been closed as by the said bill and proceedings now remaining, as of record in this Honorable Court, reference being had thereto, will appear.

Your orator further shows that subsequent to the joining of issue in said suit, and on or about the 16th day of October, 1905, the defendant Haight & Freese Company, by its sole surviving directors George G. Turner and Harvey Watson, filed under oath a petition in the Su-

preme Court, State of New York, said Haight & Freese Company being a corporation organized and existing under the laws of the State of New York praying for a voluntary dissolution of the said corporation pursuant to the statutes of the State of New York in such cases made and provided, on the ground that the said defendant Haight & Freese Company was insolvent, and alleging that said defendant Haight & Freese Company was insolvent. Said petition was thereafter filed in the office of the Clerk of the County of New York, in which County the said defendant Haight & Freese Company had its principal office and place of business, and such proceedings were therein had that an order was made by the said Supreme Court of the State of New York, appointing a receiver, to wit, Arthur D. Truax, of all the property of the said Haight & Freese Company, the above named defendant, said proceedings being entitled,—"Supreme Court, New York County, in the Matter of the Voluntary Dissolution of the Haight & Freese Company, a corporation," and thereafter said receiver by order of the said Court had conferred upon him all the powers of a permanent receiver, except that the said receiver should not make any distribution of the assets of the said company amongst the creditors and stockholders thereof before the final order in the said proceeding, unless otherwise specially directed so to do by the said Court, and no further order otherwise directing has been made by the said Court.

On or about the 22d day of January, 1906, the said Arthur D. Truax as such receiver, in a petition duly sworn to and verified by him the said 22d day of January, 1904, alleged that the said corporation was insolvent, and that its total assets in all jurisdictions do not amount to fifty (50) per cent. of the amount of undisputed claims against it, and your orator further alleges that by instrument in writing, dated the 3d day of November, 1905, and duly acknowledged on said day, said defendant Haight & Freese Company made a general assignment of all of the property and assets of the said Haight & Freese Company to the said Arthur D. Truax for the benefit of its creditors, and your orator alleges and says that said defendant Haight & Freese Company is, and at all times since the commencement of this action has been insolvent. To the end, therefore, that the defendants may, if they can, show why your orator should not have the relief hereby prayed, and *may*, according to the best and utmost of their several and respective knowledge, remembrance, information and belief, full, true and direct answer make to the allegations in the bill, but not under oath, an answer under oath being expressly waived, your orator prays for the relief hereinbefore prayed in the original bill of complaint filed herein on the 9th day of May, 1905, reference to which is hereby made, the same as set forth herein in full, and the prayer for relief in which is hereby reiterated herein in full, and for such other and further additional relief as to the Court may seem just and proper.

WM. P. MALONEY,
Plaintiff's Solicitor.

41 Wall Street,
Borough of Manhattan,
New York City.

STATE OF PENNSYLVANIA,
City and County of Philadelphia. } ss.

RIDGWAY BOWKER, being duly sworn, deposes and says: That he is the petitioner herein; that he has read the foregoing supplemental bill and knows the contents thereof, and the same is true to his own knowledge, except as to the matters therein stated to be alleged on information and belief, and as to those matters he believes it to be true.

RIDGWAY BOWKER.

Sworn to before me this 16th day of April, 1906.

EDGAR J. PERSHING,
Notary Public.
[SEAL] Com. expires March 16, 1907.

FORM XVIII.—NOTICE OF MOTION TO DISMISS BILL.

[District] Court of the United States, for the Southern District of New York.

JOHN ABER
against
WILLIAM WATERS.

SIRS:—

PLEASE TAKE NOTICE, That upon the bill of complaint herein, which was filed in the office of the clerk of this Court on the 19th day of March, 1913, I shall move this Court on Monday, April 7th, 1913, at the opening of Court on that day, or as soon thereafter as counsel can be heard, for an order dismissing said bill of complaint for want of equity and for such other and further relief in the premises as may be just.

Dated, New York, April 2d, 1913.

Yours, &c.,
JAMES BROWN,
Plaintiff's Attorney,
35 Wall Street, New York.

To
MESSRS. GREEN & BLACK,
Solicitors for Defendant,
115 Broadway, New York.

FORM XIX.—WRIT OF INJUNCTION AGAINST STRIKERS.

[From Loewe v. California State Federation of Labor, 139 Fed. 71, 85, 86.]

United States of America, Northern District of California—ss.

The President of the United States of America, to California State Federation of Labor, San Francisco Labor Council, Harry Knox, T. F. Gallagher, Nicholas Blum, Daniel D. Sullivan, J. R. Hillis, C. W. Holmquist, J. C. Templeton, John Guinne, Frank J. Bonnington, G. K. Smith,

Will J. French, A. C. Rose, Russel I. Wisler, P. H. Coyle, J. A. Johnson, Richard Cornelius, Sarah Hogan, Charles T. Shuppert, J. L. Franklin, Theodore Johnson, G. M. Lipman, Wm. P. McCabe, George Metzger, A. Burton, J. E. Hooper, A. S. Howe, Joseph Moran, Annie Mullen, O. E. Pierce, T. E. Zant, J. R. Roland, their and each of their, attorneys, agents, employees and all persons acting in aid of, or in conjunction with them, or any of them, greeting:

Whereas, Dietrich E. Loewe and Martin Fuchs, complainants in the above-entitled cause, and citizens of the state of Connecticut, have filed on the chancery side of the [District] Court of the United States for the northern district of California a bill against the above-named defendants and others, and have obtained an allowance for an injunction as prayed for in said bill:

Now, therefore, we, having regard to the matters in said bill contained, do hereby command and strictly enjoin you, the said California State Federation of Labor, San Francisco Labor Council, Harry Knox, T. F. Gallagher, Nicholas Blum, Daniel D. Sullivan, J. R. Hillis, C. W. Holmquist, J. C. Templeton, John Guine, Frank J. Bonington, G. K. Smith, Will J. French, A. C. Rose, Russel I. Wisler, P. H. Coyle, J. A. Johnson, Richard Cornelius, Sarah Hogan, Charles T. Shuppert, J. L. Franklin, Theodore Johnson, G. M. Lipman, Wm. P. McCabe, George Metzger, A. Burton, J. E. Hooper, A. S. Howe, Joseph Moran, Annie Mullen, O. E. Pierce, T. E. Zant, J. R. Roland, your, and each of your, attorneys, agents, employees and all persons acting in aid of or in conjunction with you, or any of you, from in any manner agreeing or combining or conspiring together to injure or destroy the trade or business of complainants herein, or to interfere with the manufacture, transportation or sale by complainants, or by any other person, firm or corporation, of hats manufactured by complainants; from boycotting or agreeing or attempting to boycott and from declaring or continuing a boycott against complainants or complainants' trade or business or the product of complainants' said factory, or against any person, firm or corporation, for the purpose of preventing or injuring, and from thereby preventing or injuring, the regular operation and conduct of complainants' trade or business or the transportation or sale of or trade in hats manufactured or sold by said complainants, and from abetting, aiding or assisting in such boycott; from publishing or circulating, in combination, or in pursuance of any conspiracy or agreement to injure or destroy the trade or business of complainants, in writing or orally, any statements or representations advertising or calling the attention of complainants' customers or merchants or tradesmen or the public to any boycott or strike against complainants, or against the product of complainants' said factory, or that, or to the effect that, complainants, complainants' factory, or complainants' goods, or the hats or products made or sold by complainants, or sold by complainants' customers, are or were "unfair," or should not be purchased or dealt in or handled by the public or merchants or tradesmen; from publishing or circulating, in combination, or in pursuance of any conspiracy or agreement to injure or destroy the trade or business of complainants,

or for the purpose of injuring or destroying the trade or business of complainants, in writing or orally, statements or representations to customers of complainants, or to dealers in hats, or tradesmen or the public, that complainants' factory, complainants' business, or complainants' hats, or the product of complainants' factory, or either or any of them, are unfair or have been boycotted or are boycotted, or should not be dealt in or with or sold, and from coercing or inducing or attempting to coerce or induce any such dealer, person, firm or corporation, or the public, not to wear, buy, trade in, deal in, or have in possession, hats or any hat made by complainants, or the product of complainants' factory, for the purposes last aforesaid, and, for like purposes, from threatening any person, firm or corporation with injury or loss to the business or trade of such person, firm or corporation in case such person, firm or corporation should purchase or deal in hats manufactured by complainants, or the product of complainants' said factory; from giving any orders or directions to committees, associations, or others for the performance of any acts or threats hereinbefore enjoined —which commands and injunctions you are respectively required to observe and obey until our said circuit court shall make further order in the premises.

Hereof fail not, under penalty of the law thence ensuing.

Witness the Honorable Melville W. Fuller, Chief Justice of the United States, this 1st day of July, 1905, and in the 129th year of the Independence of the United States of America.

FORM XX.—ORDER TO SHOW CAUSE AGAINST APPOINTMENT OF RECEIVER AT FOOT OF DECREE.

DISTRICT COURT OF THE UNITED STATES FOR THE SOUTHERN DISTRICT OF NEW YORK.

In Equity.

CHRISTIAN DANCEL and MARY DANCEL as Administrators of the Goods, Chattels and Credits of CHRISTIAN DANCEL, deceased,

against

GOODYEAR SHOE MACHINERY COMPANY of Portland, Maine, otherwise known as the United Shoe Machinery Company of Maine.

On the petition of Christian Dancel and Mary Dancel, Administrator and Administratrix of the Goods, Chattels and Credits of Christian Dancel, deceased, sworn to March 28th, 1905, and the two affidavits of Christian Dancel thereto annexed sworn to on said date, upon the pleadings, testimony, petition and bond upon removal, decree, executions and return thereof and the other proceedings in the suit in equity above entitled; on motion of J. Philip Berg, Attorney and Solicitor for the above named com-

plaintiffs and petitioners; I hereby Order, that the United Shoe Machinery Company of Portland, Maine, show cause before me at a stated term of this Court to be held in the Post Office Building in the City, County and State of New York on the 4th day of April, 1905 at 3:30 P. M. or as soon thereafter as counsel can be heard, why an order should not be made and entered appointing a Receiver of the assets of the said corporation; and why a writ of injunction, and all the relief prayed in said petition should not be granted; and why the above named complainants and petitioners should not have such other and further relief in the premises as may be just. And I hereby further ORDER, that until the further order of this Court, the said United Shoe Machinery Company of Maine, otherwise known as the Goodyear Shoe Machinery Company of Portland, Maine, and its officers, agents, assigns, employees and attorneys be and the same hereby are enjoined, restrained, stayed from transferring and from interfering with, and forbidden to transfer and interfere with any of the property and any of the assets which it now owns and which it owned at any time during the year 1900. Service of this order on Edwards H. Childs, Esq., Solicitor for said defendant, or at his office No. 59 Wall St. New York City and County, in case of his absence from said office on or before March 29th, 1905; and service of this order by depositing a copy of the same in the Post Office of the City and County of New York, registered addressed to The Goodyear Shoe Machinery Company of Portland, Maine, otherwise known as the United Shoe Machinery Company of Maine at Portland, Maine, and another copy addressed to the same corporation at Boston, Massachusetts, shall be sufficient; said papers to be mailed on this day.

Dated New York, March 29th, 1905.

"E. HENRY LACOMBE,"
U. S. Circuit Judge.

FORM XXI.—ORDER APPOINTING RECEIVER AT FOOT OF DECREE.

At a stated term of the [District] Court of the United States for the Southern District of New York, held in the Post Office Building, in the City, County and State of New York on the 7th day of April, 1905.

Present: Honorable E. HENRY LACOMBE,
United States Circuit Judge.

CHRISTIAN DANCEL and MARY DANCEL as Administrators of the Goods, Chattels and Credits of CHRISTIAN DANCEL, deceased, *against* GOODYEAR SHOE MACHINERY COMPANY of Portland, Maine.	In equity.

On the petition of Christian Dancel and Mary Dancel, Administrators of the goods, chattels and credits of Christian Dancel, deceased, sworn to March 18th, 1905, filed in this Court on the 29th day of March, 1905;

and the two affidavits of Christian Dancel thereto annexed sworn to March 28th, 1905; and filed with said petition; and upo nthe decree, judgment roll, testimony, evidence, pleadings, petition and bond upon removal, executions and returns of the same by the Marshals of the United States thereupon indorsed and made; and all the proceedings in the above entitled suit; and upon the Order to show cause why a Receiver of the defendant above named should not be appointed; and why an injunction should not be issued against said defendant as prayed for in said petition; and upon reading and filing the affidavit of Edward T. Bruner, sworn to April 6, 1905; and the receipts for registered letters containing copies of said petition and Order to show cause thereto annexed; after hearing Roger Foster, Esq. of counsel for the above named complainants and petitioners; it appearing that the said Order to show cause and said petition have been duly served on March 29, 1905, on Edwards H. Childs, Esq. Solicitor for said defendant at his office number 59 Wall Street, New York; and also by mail upon the above named defendant at its office in Portland, Maine and at its office in Boston, Massachusetts; on motion of J. Philip Berg, Attorney and Solicitor for the above named complainants and petitioners; IT IS HEREBY ORDERED AND I HEREBY ORDER: that Robert C. Beatty, Esq., be and he hereby is appointed Receiver of all the property and assets of the United Shoe Machinery Company of Maine, otherwise known as the Goodyear Shoe Machinery Company of Portland, Maine, with all the authority usually granted to Receivers, to retain counsel, to sue, to collect all such assets; and to take possession of all such property; and hold the same subject to the further Order of this Court. That said Receiver qualify by filing in the Clerk's office of this Court a bond in the penal sum of $1,000.00 conditioned for the faithful performance of his duties as such Receiver; and shall report specially to this Court whenever any property or assets may come to his hands in order that, if necessary, the amount of such bond may be increased; that until the further Order of this Court the said United Shoe Machinery Company of Maine otherwise known as the Goodyear Shoe Machinery Company of Portland, and its officers, agents, assigns, employees and attorneys be and the same hereby are enjoined, restrained and stayed from transferring and from interfering with, and forbidden to transfer and interfere with any of the property and any of the assets which it now owns and which it owned at any time during the year 1900; and the same is and are enjoined, stayed and restrained from collecting and forbidden to collect any moneys which are due to said corporation and which are due to any one because of the use of any of such property.

April 8, 1905.

"E. HENRY LACOMBE,"
U. S. C. J.

U. C. Circuit Court,
filed
April 8th, 1905,
Southern District of New York
John A. Shields, Clerk.

FORM XXII.—ORDER APPOINTING RECEIVERS OF STREET RAILWAY COMPANY.

[*Re* Metropolitan Railway Receivership, 208 U. S. 90.]

In the [*District*] *Court of the United States, for the Southern District of New York.*

THE PENNSYLVANIA STEEL COMPANY AND THE DEGNON CONTRACTING COMPANY, Complainants. *against* NEW YORK CITY RAILWAY COMPANY, Defendant.	In Equity.

And now on this 24th day of September, 1907, this cause came on to be heard upon the bill of complaint and on the answer of the defendant thereto this day filed, upon motion for the appointment of a Receiver, and after hearing James Byrne for complainants and James L. Quackenbush for the defendant, and after due deliberation.

It was ordered, adjudged and decreed, that Adrian H. Joline, Esq., and Douglas Robinson, Esq., both of the City of New York, be and they hereby are appointed temporary Receivers of the defendant, New York Railway Company, and of all the property of the said defendant, real, personal and mixed of whatsoever kind and description and wheresoever situated, including all railroads, owned, leased or operated by said defendant, all tracks, terminal facilities, offices, shops, and all buildings and appurtenances of every kind, all cars and other rolling stock and equipment, tools, machinery, furniture, fixtures, materials and supplies, books of account, records and other books, papers and accounts, cash in bank, on deposit and in hand, money, debts, things in action, credits, stocks, bonds, securities, deeds, leases, contracts, muniments of title, bills receivable, rents, issues, profits and income accruing and to accrue as well as all interest, easements, privileges and franchises and all assets of every kind; that the said receivers be, and they hereby are, authorized immediately to take possession of the same and to run, manage and operate the said railroads and properties in such manner as will in their judgment produce most satisfactory results so that the operation of the railroad system of the defendant shall be continued in the same manner as at present and the public duties obligatory upon the defendant be in all respects discharged, and to exercise the authority and franchises of defendant and discharge its public duties and to preserve and protect its said system in proper condition and repair and to protect the title and possession and secure and develop the business of the same, and in their discretion to employ and discharge and fix the compensation of all officers, attorneys, managers, superintendents, agents and employees, and to make such payments and disbursements as may be needful and proper in so doing; that the said Receivers be and they hereby are, authorized

to collect the rents, income, tolls and profits of the said railroads and property, and to make appropriate payments therefrom on account of accruing rents and other necessary charges, and they shall have power to redeem any and all securities of the defendant now pledged as security on loans of money, and shall have power to borrow money if needful in their judgment in order to comply with this direction, and also, so far as may be needful to pay off current necessities for labor and supplies, but for no other purpose without the further order of this Court; and the said Receivers are hereby fully authorized and empowered to institute and prosecute all such suits as may be necessary in their judgment for the proper protection of the property and trust hereby imposed in them and likewise to defend all actions instituted against them as Receivers, and also to appear in and conduct the prosecution or defense of any suits now pending in any court against the defendant, the prosecution and defense of which will in the judgment of said receivers be necessary for the proper protection of the property placed in their charge, or the interests and rights of creditors connected therewith; and the said Receivers are hereby authorized in their discretion from time to time, out of the funds coming into their hands, to pay the expenses of operating the said properties and executing their trusts, and all taxes and assessments upon the said properties or any part thereof, and all such rentals and instalments as may fall or become due for the use of any portion of said railroads and other property; and also to pay and discharge all claims arising from the previous operation of said properties as in their judgment on examination are proper to be paid as expenses of operation and the current and unpaid payrolls and vouchers and supply accounts incurred in the operation of said railroad system at any time within four months prior hereto. The said Receivers are hereby required to open proper books of account wherein shall be stated the earnings, expenses, receipts and disbursements of their said trust, and preserve proper vouchers for all payments by them made on account thereof.

And it is further ordered, that the bond of each of the said Receivers in the sum of Two hundred and fifty thousand dollars, conditioned that he will well and truly perform the duties of his office and duly account for all moneys or property which may come into his hands and abide by and perform all things which he shall be directed to do, with sufficient sureties, to be approved of by a judge of this court, be forthwith filed in the office of the Clerk of this Court;

And it is further ordered that each and every of the officers, directors, agents and employees of the defendant, said New York City Railway Company, and all other persons whomsoever, be and they are hereby required and commanded forthwith, upon demand of the said Receivers or their duly authorized agent, to turn over and deliver to said Receiver or their duly constituted representative, any and all books of account, vouchers, papers, deeds, leases, contracts, bills, notes, accounts, moneys or other property in his or in their hands or under his or their control, and each of said directors, officers, agents and employees is hereby commanded and required to obey and perform such orders as may be given to them from time to time by the said Receivers or their duly constituted

representative, in conducting the operation of the said system and in discharging their duties as Receivers.

And the defendant, said New York City Railway Company and its officers,* directors, agents and employees, and all other persons claiming to act by, through or under the defendant and all other persons whomsoever are hereby enjoined from interfering in any way whatever with the possession or management of any part of the property over which the Receivers are hereby appointed or interfering in any way to prevent the discharge of their duties or their operating the same, and any party in interest may apply for further direction.

And it is further ordered that the parties hereto show cause before this Court at the United States Post Office Building in the City of New York on the 7th day of October, 1907, at two o'clock in the afternoon why the said receivership should not be continued during the pendency of this suit and upon the hearing thereon any other creditor of the defendant or other party in interest may be heard.

Dated New York, September 24, 1907.

E. Henry Lacombe,
United States Circuit Judge.

*The word, officers, was subsequently stricken from the order. This appointment was approved in *Re* Metropolitan Railway Receivership, 208 U. S. 90.

FORM XXIII.—ORDER APPOINTING ANCILLARY RECEIVER.

At a stated term of the [District] Court of the United States for the Southern District of New York, held at the General Post Office, in the City, County and State of New York, on the 9th day of May, 1905. Present: Hon. E. Henry Lacombe, United States Circuit Judge.

Ridgeway Bowker, *vs.* Haight and Freese Company and others.	In Equity.

On reading and filing the bill in equity herein, sworn to May 9th, 1905, and the affidavits of Ridgeway Bowker and John M. Warwick, sworn to May 9th, 1905, and the affidavit of Arthur M. Johnson, sworn to May 8th, 1905, and on reading and filing a certified copy of the decree of the [District] Court of the United States for the District of Massachusetts, appointing James D. Colt receiver of the above named defendant, Haight and Freese Company, and it appearing that the said receiver has duly qualified in said [District] Court of the United States for the District of Massachusetts.

Now, on motion of William P. Maloney, Esq., solicitor for complainant, Roger Foster, Esq., of counsel for James D. Colt, said receiver, appointed as aforesaid by the [District] Court of the United States, District of Massachusetts as aforesaid, of the defendant, Haight and Freese Company, appearing on behalf of the said receiver, and admitting and confessing the

allegations in said bill, and consenting to this order and decree on behalf of said defendant, Haight & Freese Company, it is

Ordered, adjudged and decreed, and I hereby order that James D. Colt, of Boston, Massachusetts, and Walter D. Edmonds, Esq., of New York City, be and they hereby are appointed receivers both original and as ancillary to said decree of the [District] Court of the United States for the District as Massachusetts, to receive, collect, and take possession of all the property of said defendant, Haight & Freese Company, including all the assets, choses in action, accounts, books of account, correspondence, papers and memoranda, whether in possession of the said defendant, Haight and Freese Company, or of any other person acting in behalf of said defendant, and hold the same awaiting the further order of this Court, provided that said receivers shall take no action until they shall file a bond in the sum of Ten Thousand Dollars ($10,000) in this Court, conditions for the faithful performance of their duties as such receivers, with good and sufficient surety, and that as soon as they shall collect funds or assets of said defendant, Haight and Freese Company, they shall report the amount thereof from time to time to this Court, in order that the amount of such may be increased if necessary, and it is hereby

Ordered, adjudged and decreed, and I hereby order that the said defendant, Haight and Freese Company, its officers, agents, servants, and assigns, and the Seaboard National Bank, the Consolidated National Bank, the Produce Exchange, Safe Deposit and Storage Company, John Doe and Richard Roe, and all other persons and corporations that may have in their possession and control any property effects or credit belonging to the said Haight and Freese Company, or standing in its name or in the name of William H. Lillis, George G. Turner, Harvey Watson, Charles B. Poor, Junior, William G. Conkling, ——— Beardsley, either as officers of said defendant or individually, be and they hereby are enjoined and restrained and stayed until the further order of this Court from paying over or transferring any of said money, property, effects, or assets to any person other than said Receivers, and from permitting any person other than said Receivers to remove the contents of any safe deposit cimpany box or vault, or bank standing in the name of said defendant, Haight and Freese Company, or in the name of either of the officers or employees of the said above mentioned Haight and Freese Company or either of the above named persons, and they and each of them are hereby directed to deliver up the same to the said Receivers forthwith, and it is

Further ordered that either of said Receivers may take possession upon his qualification without waiting for the qualification of the other: and that no funds be removed from the jurisdiction of this Court, and I hereby,

Further order that the said defendants and each of them show cause before me or such Judge of this Court as may be holding the motion calendar, on the 12th day of May, 1905, at 11 o'clock A. M., or at such other hour as said motion calendar may be called on said day, at the Court House of the [District] Court of the United States for the Southern District of New York, in the General Post Office, County of New York, Borough of Manhattan, City and State of New York, why a writ

of permanent injunction should not issue in accordance with the terms of this order, and why the said receivership should not be made permanent, and why the complainant should not have such other and further relief as to the Court may seem just.

And sufficient cause appearing, service of this order and such other affidavits as may be served twenty-four hours before said return day shall be sufficient service thereof.

May 9th, 1905. E. HENRY LACOMBE,
U. S. C. J.

A COPY.
JOHN A. PHILIPS,
Clerk. (SEAL.)

FORM XXIV.—ORDER EXTENDING RECEIVERSHIP.

In the [District] Court of the United States for the Southern District of New York.

THE PENNSYLVANIA STEEL COMPANY and DEGNON CONTRACTING COMPANY,
Complainants,
against
NEW YORK CITY RAILWAY COMPANY,
Defendant.
IN THE MATTER
OF
The Petition of METROPOLITAN STREET RAILWAY COMPANY.

In Equity.

On this 1st day of October, 1907, this cause came on to be heard upon the petition of Metropolitan Street Railway Company, to be made a party defendant in this suit and for other relief, on consideration whereof, and after hearing J. Parker Kirlin, for said petitioner; James Byrne, for the complainants; and James L. Quackenbush for the defendant.

IT IS ORDERED that the petitioner, Metropolitan Street Railway Company, be and it hereby is made a party defendant in this cause.

IT IS FURTHER ORDERED that the receivership in this cause be and the same hereby is extended to the properties of said petitioner Metropolitan Street Railway Company as prayed in said petition, and that Adrian H. Joline and Douglas Robinson, heretofore appointed receivers in this cause be and they hereby are appointed receivers of the properties of said petitioner, with the powers and duties prescribed by order entered in this cause September 24th, 1907, appointing them receivers in this cause.

AND IT IS FURTHER ORDERED that each and every of the officers, directors, agents and employees of said petitioner Metropolitan Street Railway Company, and all other persons whomsoever be, and they are hereby required and commanded forthwith, upon demand of the said receivers or their duly authorized agent, to turn over and deliver to said receivers or their

duly constituted representative, any and all books of account, vouchers, papers, deeds, leases, contracts, bills, notes, accounts, moneys or other property in his or their hands or under his or their control, and each of such directors, officers, agents and employees is hereby commanded and required to obey and perform such orders as may be given to them from time to time by the said receivers or their duly constituted representatives, in conducting the operation of the said system and in discharging their duties as receivers.

And said petitioner, said Metropolitan Street Railway Company and its officers, directors, agents and employees and all other persons claiming to act by, through or under said petitioner, and all other persons whomsoever are hereby enjoined from interfering in any way whatsoever with the possession or management of any part of said property over which the receivers have been appointed or interfering in any way to prevent the discharge of their duties or their operating the same; and any party in interest may apply for direction.

Dated New York, October 1st, 1907.

E. Henry Lacombe,
U. S. [District] Judge.

FORM XXV.—ORDER FOR EXAMINATION OF THIRD PARTY BY RECEIVERS.

At a Special Term of the [District] Court of the United States for the Southern District of New York, held in the Post Office building, in the Borough of Manhattan, City and County of New York, on the 12th day of July, 1905.

Present: Hon. E. Henry Lacombe, United States [District] Judge.

Ridgway Bowker, Complainant,
against
Haight & Freese Company, Seaboard National Bank, Consolidated National Bank, Produce Exchange Safe Deposit & Trust Company, John Doe and Richard Roe, Respondents.

In Equity.

On reading and filing the petition of Ridgway Bowker, the complainant above named, and of James D. Colt and Beverly Randolph Robinson, who were previously duly appointed receivers of the property of the Haight & Freese Company, and the affidavits of the said three petitioners thereto annexed, respectively sworn to on the 3d and 9th days of June, 1905, and the affidavit of William J. Budd, sworn to June 8th, 1905, the affidavit of Harvey Watson, sworn to June 23d, 1905, the affidavit of Luman S. Handley, sworn to June 23d, 1905, and the affidavit of Franklin Bien, sworn to June 23d, 1905, and the affidavit of Maurice S. Decker, sworn to June 24th, 1905, and the affidavit of Harvey Watson, sworn to June 27th, 1905; upon all the papers and proceedings in the above entitled suit in equity, after hearing Roger Foster, William P. Maloney and Frederick J. Moses, Esquires, in support of a motion for the relief prayed for in the said petition, and Franklin Bien, Esquire, opposed; on motion of Roger Foster, attorney

for the Receiver Colt, William P. Maloney, attorney for the complainant above named, and Frederick J. Moses, attorney for Receiver Robinson, it is hereby

Ordered, that Harvey Watson attend before John J. Townsend, Esq., who is hereby appointed Special Master for said purpose, on Tuesday, July 11th, 1905, at his office, No. ——, —— ——, Borough of Manhattan, City, County and State of New York, at eleven o'clock in the morning of that day, and at such subsequent days and hours and places as said Master may appoint; and that he then and there submit to an examination by the counsel for the complainant above named and by the counsel for the receivers above named concerning all the property and essets of the Haight & Freese Company which he has in his possession, and all such which he has in his control, and all such which he has had in is possession since May 8th, 1905, and all such which he has had in his control since May 8th, 1905, and concerning such property and assets of the said Haight & Freese Company as he has knowledge or information concerning.

E. Henry Lacombe,
U. S. C. J.

July 1st, 1905.

FORM XXVI.—PETITION BY LESSOR CORPORATION FOR EXTENSION OF RECEIVERSHIP FOR ITS PROTECTION.

In the [District] Court of the United States for the Southern District of New York.

The Pennsylvania Steel Company and Degnon Contracting Company, Complainants, *against* New York City Railway Company, Defendant. In the Matter of The Petition of Metropolitan Railway Company.	**In Equity.**

To the Judges of the [District] Court of the United States for the Southern District of New York:

The petition of Metropolitan Street Railway Company, by J. Parker Kirlin, its solicitor, respectfully shows as follows:

First.—The cause is a general creditors' suit and is instituted by the complainants as creditors of the defendant for the administration of the assets and property of the defendant. For the contents of the bill of complaint and of the answer of the defendant to said bill, reference is made to said bill and answer of record in this Court in this cause.

By an order of this Court duly entered in this cause on September 24, 1907, made on the bill of complaint and on the answer of the defendant thereto, Adrian H. Joline and Douglas Robinson were duly appointed tem-

porary receivers of the defendant New York City Railway Company and of its property, with the powers and duties prescribed in said order. For the precise terms of said order reference is made to the original order of record in this cause. Said Joline and Robinson have duly qualified as receivers as aforesaid and have entered into possession of the property of said defendant and are now operating the same and collecting the rents, issues and profits thereof.

SECOND.—Your petitioner is a consolidated corporation under the laws of the State of New York and by virtue of various consolidations is lawfully vested with the lines of street railway in the City of New York and the appurtenant franchises and property formerly of Lexington Avenue and Pavonia Ferry Railway Company, Columbus and Ninth Avenue Railroad Company, South Ferry Railroad Company, Broadway Railroad Company and Metropolitan Crosstown Railway Company.

Your petitioner is also the lessee of the lines of street railway in the City of New York of the following companies which by various indentures of lease, demised their respective lines of railway and the appurtenant franchises and property to the petitioner or its predecessors, or to lessors of the petitioner or its predecessors, for terms now unexpired, to wit:

Broadway and Seventh Avenue Railroad Company,
Sixth Avenue Railroad Company,
Ninth Avenue Railroad Company,
Twenty-third Street Railway Company,
Bleecker Street & Fulton Ferry Railroad Company,
Central Park, North and East River Railroad Company,
Forty-second Street and Grand Street Ferry Railroad Company,
Eighth Avenue Railroad Company,
New York and Harlem Railroad Company (City Line),
Second Avenue Railroad Company,
Third Avenue Railroad Company,
Central Crosstown Railroad Company,
Christopher and Tenth Street Railroad Company,

By each of said indentures of lease, a right of re-entry is reserved to the lessor in the event of default in the payment of the rent of the demised premises.

THIRD.—By indenture of lease bearing date the 21st day of March, 1902, between your petitioner of the one part and the defendant New York City Railway Company, which then bore the name of Interurban Street Railway Company, of the other part, your petitioner leased to said defendant the entire system of street railways of your petitioner, including as well all lines owned by your petitioner as all lines leased to your petitioner, for the term of nine hundred and ninety-nine years from the date of said lease, said lessee agreeing to pay by way of rental therefor, in addition to all taxes and assessments on the demised properties, all rentals payable under the leases of said lines leased to your petitioner and interest on the funded debt of your petitioner and other fixed charges of your ptitioner, and an amount equal to seven per cent. per annum upon the existing capital stock of your petitioner and upon such additional capital

stock of your petitioner as might thereafter be issued with the written consent of said lessee.

Said indenture of lease provides, among other things, that in case said lessee shall fail at any time to pay the rent provided for in said indenture of lease, or shall fail at any time to keep and perform any of the agreements or covenants contained in said lease, and any such default in the payment of rent or in the performance of the covenants of said lease shall continue for the period of twelve months after written demand and notice from your petitioner to said lessee, then, at the option of your petitioner, the estate by said indenture of lease demised shall cease and determine, and your petitioner shall thereupon become and be entitled to re-enter into and upon the demised railroads and properties. Your petitioner files with this petition as Schedule A hereto, a copy of said indenture of lease, and for a precise statement of the terms and conditions of said indenture of lease prays leave to refer thereto.

Fourth.—The various lines of railway embraced in said lease, as well the lines owned by your petitioner as the lines leased to your petitioner are subject to funded indebtedness secured by mortgage which is now outstanding and which so far as not outstanding at the date of the execution and delivery of said lease has since been created with the consent of said lessee, and your petitioner is informed and believes that failure to meet the interest on such underlying funded indebtedness as such interest matures will operate also a default under the mortgage securing the indebtedness the interest on which shall so become in default, and will render said mortgage enforceable. Said mortgage indebtedness is as follows:

[Then followed a description of same.]

Fifth.—By said refunding mortgage of your petitioner which is expressed to be subject to said indenture of lease, made by your petitioner to said defendant, your petitioner covenanted from time to time punctually to observe and perform all of the obligations and pay and discharge all amounts payable under or by virtue of any lease thereby mortgaged so that the interest of your petitioner in any such leasehold estate might be at all times preserved unimpaired as security for the bonds issued under said refunding mortgage; and said refunding mortgage secured or in the payment of the principal of any such bond or in case default shall be made in the due observance or performance of any of the covenants or conditions in said refunding mortgage required to be kept or performed by your petitioner, and any such last mentioned default shall continue for a period of sixty days after written notice thereof to your petitioner from the trustee under said refunding mortgage or from the holders of five per cent. or more in amount of the outstanding bonds by said refunding mortgage secured, then the trustee thereunder may forthwith proceed to protect and enforce its rights and the rights of bondholdres under said refunding mortgage by a suit or suits in equity or at law for the specific performance of any covenant or agreement contained in said refunding mortgage or in aid of any power therein granted or for the foreclosure of said refunding mortgage for any default or for the collection of interest or principal or both or for the enforcement of any other appropriate legal or equitable remedy as the trustee shall deem most effectual in support of

any of its rights and duties under said mortgage. Your petitioner files a copy of said refunding mortgage as Schedule B hereto.

SIXTH.—It is alleged among other things in the bill of complaint in this cause and admitted by the answer of the defendant thereto and your petitioner so charges, that the defendant said New York City Railway Company, since entering into possession of the premises demised by said lease made to it by your petitioner, has operated all the lines owned and leased by said defendant as a single system constituting routes over different lines or parts of lines, connecting separated lines over parts of intermediate leased or controlled lines, interchanging equipment among the various lines and furnishing equipment as might be required to meet from time to time the varying requirements of particular lines, supplying power and using power houses, car barns and stations as deemed best for the effective and economical operation of the system as a whole and also establishing a system of transfers between various lines and routes; that the equipment owned by said defendant has been used over the system as varying requirements of operation made necessary without assignment to any particular line or lines and that many of the lines leased by your petitioner to said defendant are without adequate equipment of their own; and that in many cases the motive power employed on leased or controlled lines has been changed to electricity without supplying said lines with independent power houses or other independent sources of supply of power, leaving such lines dependent for power on other lines of the system.

Your petitioner further shows that it is alleged in said bill of complaint in this cause and is admitted by the answer of the defendant that the defendant is insolvent; that the fixed charges of your petitioner's system hereinabove set forth are accruing and installments thereof will become due on October 1, 1907, and each month thereafter; that failure to meet such fixed charges as they become due will operate a default under the mortgage securing the indebtedness the interest on which shall so become in default and render such mortgage enforceable; that the rentals under the leases made to your petitioner are accruing and that instalments of rental under some or all thereof will shortly become payable; that under said lease made to said defendant by your petitioner, no right of re-entry by reason of a default in the payment of the rent by said lease reserved or in the performance of any of the agreements or covenants therein contained will accrue thereunder to your petitioner until the expiration of a year after defeault and written demand and notice from your petitioner, and that in the meantime your petitioner's said system may be hopelessly disrupted and your petitioner suffer irremediable loss.

SEVENTH.—Your petitioner alleges that its railroad system embraced in said lease is very extensive; that it is of vital importance to your petitioner and to the creditors of your petitioner that said railroad system should be continued to be operated as a whole, and that said system should be preserved; that by said lease to the defendant the defendant is bound to finance the requirements of your petitioner for capital expenditures; that your petitioner has already issued to the defendant its obligations in large amounts on account of advances by the defendant for that purpose, and your petitioner is informed and believes that the defendant

has disposed of said obligations, and that said obligations are now outstanding in the hands of other holders; that claims for personal injuries to a large amount in connection with the operation by your petitioner of its system prior to said lease are now outstanding and are the subject of actions now pending; that by said lease to the defendant the defendant agreed to pay any judgments recovered in respect of said claims; that by said lease made by your petitioner to said defendant your petitioner parted with the possession of its entire railroad system; that your petitioner has no other resources wherewith to meet the fixed charges on the mortgage indebtedness of its said system so leased or to meet the accruing rentals of said lines so leased to your petitioner or its predecessors, and by your petitioner so leased to said defendant or to meet judgments for said claims for personal injuries, or to meet its said outstanding obligations for capital expenditures as they mature, or to meet other indebtedness or liabilities of your petitioner than the rentals reserved under said lease made by your petitioner to the defendant, as part of which said defendant agreed to pay such fixed charges and such rentals and to perform the other covenants therein contained; that said system is in the possession of this court through its said receivers appointed in this cause for administration in accordance with equitable principles; that no substantial remedial action can be taken in this cause at the instance of said defendant or at the instance of defendant's creditors which will not affect the rights of your petitioner; and that the rights of your petitioner are inextricably interwoven with the rights which the Court has undertaken to administer in this cause.

Your petitioner therefore prays,

I.—That your petitioner may become party defendant to said suit for the protection of its interests and those of its creditors.

II.—That the receivership under the bill of complaint in this cause be extended so as expressly to embrace the interests of your petitioner in said property, your petitioner submitting itself and its property to the jurisdiction of this court.

III.—That said receivers be further directed to keep separate accounts not only of the lines owned by said defendant but also of such of the leased lines embraced in your petitioner's system and in your petitioner's said lease as may be deemed practicable, and that the rents, issues, profits and income be applied under the orders or decrees of this court to the end that said system of your petitioner may be protected and preserved.

IV.—That your petitioner may have such other and further relief as may be just.

METROPOLITAN STREET RAILWAY COMPANY,
By D. C. MOOREHEAD,
Secretary.

J. PARKER KIRLIN,
Solicitor and Counsel for Petitioner,
27 William Street,
New York.

FORM XXVII.—NOTICE OF DEPOSITION UNDER REVISED STATUTES.

United States [District] Court for the Northern District of New York.

GEORGE H. BENJAMIN, Plaintiff. *against* THE JOHN T. NOYE MFG. CO., Defendant.	In Equity.

Please take notice that the complainant herein will take the testimony of George H. Benjamin, F. Rudinger and George V. Hecker, all of whom reside at the City of New York, and State of New York, and others, each and all of whom reside more than one hundred (100) miles from the place of trial herein, and more than one hundred (100) miles from any place at which a [District] Court of the United States for the Northern District of New York is appointed to be held by law, at the final hearing for use on behalf of the complainant, before Henry T. Brennan, Esq., a Notary Public in and for the City and County of New York, who is not of counsel nor interested in this cause, at the office of Brown & Jones, at No. 35 Wall Street, in the said City of New York, and State of New York, on the 4th day of January, 1892, at 11 o'clock A. M., and thereafter from day to day as the taking of the depositions may be adjourned; and such testimony will be so taken in accordance with the provisions of sections 863, 864 and 865 of the Revised Statutes of the United States and the Equity Rules.

BROWN & JONES,
Complainant's Solicitors,
No. 35 Wall Street, New York.

Dated New York, Dec. 28, 1891.

To JOHN ROE, ESQ., Defendant's Solicitor.
No. 377 Main Street, Buffalo, New York.

FORM XXVIII.—ORDER FOR DEDIMUS POTESTATEM.

At a stated term of the United States [District] Court held at the United States Court Building in the city of New York, for the Southern District of New York, on the 13th day of April, 1874. President: the Honorable Samuel Blatchford, the District Judge.

THE UNITED STATES *vs.* S. N. WOLLF et. al.	

On reading and filing affidavit of plaintiff's attorney and notice of motion, with proof of due service thereof on attorneys for the defendant, Alphonse de Reisthal, who only has appeared herein, George Bliss, Esq., appearing for the plaintiff, and W. J. A. Fuller, Esq., for the defendant, Alphonse de Reisthal.

It is, on motion of George Bliss, Esq., United States Attorney, ordered that a *dedimus potestatem* be issued in this cause out of this court.

directed to the United States Consul, and to such deputy or representative of said consul as may be authorized by him to act in his place and stead, at the following named places, respectively, viz.: To E. P. Beauchamp, United States Consul at Aix-la-Chapelle (Aachen), Germany, and his deputy or representative; to W. P. Webster, United States Consul at Frankfort-on-the-Main, and his deputy or representative; to H. Kreisman, United States Consul at Berlin, Prussia, and his deputy or representative; to J. S. Stuart, United States Consul at Leipzic, Germany, and his deputy or representative; to Daniel McM. Gregg, United States Consul at Prague, Austria, and his deputy or representative; to S. H. M. Byers, United States Consul at Zurich, Switzerland, and his deputy or representative; to examine the following-named persons under oath as witnesses herein, viz.: A. Amberg, and the person or persons composing the firm of A. Hirsch & Co., of Cassel, Germany; S. N. Wolff, of Neidheim, near Cassel, aforesaid; the person or persons composing the firm of Lutger Brothers, of Petersmuhle, near Solingen, Germany; Carl Aufermann, of Losenbach, near Liedenscheid, Germany; V. T. Pospichel, of Wiessenthal, Bohemia; and the person or persons composing the firm of Leopold Czech & Co., of Haida, Bohemia; the person or persons comprising the firm of E. Kreimer & Co., Berlin, Prussia; W. Wagner, Jr., of Plattenberg, Switzerland, and T. L. Lurman, and J. W. Maes, of Iserlohn, Germany.

It is further ordered that the examination above provided for shall take place during the months of July and August, 1874, and at such times within said months as is hereinafter designated.

It is further ordered that either party to this action shall have liberty to examine not only the witnesses herein named, but any other witnesses that either party may desire to examine at the aforesaid places of Aix-la-Chapelle, Frankfort-on-the-Main, Berlin, Leipzic, Prague, or Zurich, before either of the persons herein authorized to take testimony; provided, however, that the names of said witnesses and their places of residence shall be given to the attorney of the opposite side in New York, before June 6, 1874, or such notice be given in Europe to the opposite counsel acting there for either party to this action, in either of the aforesaid places of Aix-la-Chapelle, Frankfort-on-the-Main, Berlin, Leipzic, Prague, or Zurich, where such other witnesses are to be examined, two days before such examination.

It is further ordered that, prior to June 6, 1874, the attorneys for the respective parties shall give notice in New York, each to the other, of the names and European addresses, for the last week in June, 1874, of the counsel for the respective parties who are to take testimony under this commission.

It is further ordered that the examination of witnesses shall be had at the following places, in the following order, and not otherwise, viz.: First, at Aix-la-Chapelle, next at Frankfort-on-the-Main, next at Berlin, next at Leipzic, next at Prague, next at Zurich; that four weeks shall elapse between the examination of witnesses at Prague and Zurich; that the examination shall commence at Aix-la-Chapelle, on the 6th day of July, 1874, or within two days thereafter; and that no examination shall be had of witnesses at any place after the examination has been finished

at that place, or the examination of witnesses commenced at another place.

It is further ordered that the counsel for the plaintiff shall have with him at any and all examinations of said witnesses, or either of them, all the original invoices mentioned in the declaration herein, or copies or duplicates thereof, and which are in the possession of the plaintiff, and that counsel for defendant shall have full and free inspection thereof, and liberty to take copies of the same.

It is further ordered that all directions herein contained as to time, place, order and manner of examination of said witnesses may be changed or modified by the written consent of the counsel for the respective parties in Europe or in New York.

It is further ordered that the examination of all witnesses under this commission shall be oral, or taken by question and answer, in the usual manner of taking oral depositions, by examination, cross-examination, and redirect examination; that the testimony given under such examination shall be reduced to writing, signed by the witnesses, and certified by the commissioners, respectively, and by them transmitted by mail to the clerk of this court at the city of New York, unless otherwise mutually agreed upon by said counsel for both parties.

It is further ordered that all testimony taken under the commission provided for herein, shall be taken subject to all legal objections at the trial of this action. SAM. BLATCHFORD.

FORM XXIX.—LETTERS ROGATORY.

UNITED STATES OF AMERICA,
Southern District of New York. }

[SEAL.] *The President of the United States of America to the President of the Court of S. Angelo dei Lombardie in the Kingdom of Italy,* GREETING:

Whereas a certain suit is pending in our [District] Court for the Southern District of New York, in which Giovanni P. Riva, as administrator of the estate of Angelo di Nicola, deceased, is plaintiff, and the New York Central and Hudson River Railroad Company is defendant, and it has been suggested to us, that justice cannot completely be done between the said parties, without the testimony of Grazia di Venturo, Antonio Torrello, and Maria Michela Torrello, all of whom reside at Bagnoli Irpino within your jurisdiction.

We therefore request you that in furtherance of justice you will by the proper and usual process of your court, cause said Grazia Di Venturo, Antonio Torrello and Maria Michela Torrello to appear before you, or some competent person by you for that purpose to be appointed and authorized, at a precise time and place by you to be fixed, then and there to make answer on their oaths and affirmations to the several interrogatories hereunto annexed; and that you will cause their depositions to be committed to writing, and to be returned to us under cover addressed to the clerk of the [District] Court of the United States for the Southern Di-

trict of New York, at the City of New York, and State of New York, in the United States of America, duly closed and sealed up together with these presents, and we shall be ready and willing to do the same for you in a similar case when required.

Witness, Hon. Melville W. Fuller, Chief Justice of the Supreme Court of the United States, at the City of New York, the 24th day of December, in the year of our Lord one thousand eight hundred and ninety-one.

JOHN A. SHIELDS, Clerk. [L. S.]

FORM XXX.—PETITION FOR SUBPOENA DUCES TECUM IN AID OF DEPOSITION DE BENE ESSE.

To the Honorable the Judges of the [District] Court of the United States for the Southern District of New York:

The petition of —— respectfully shows:

I. Your petitioner resides in the Borough of Brooklyn, City, County and State of New York. On or about May 12th, 1905, your petitioner duly filed in the [District] Court of the United States for the District of Massachusetts, a bill in equity against —— —— and John Doe, which latter name is fictitious, who were transacting business as stock brokers in the city of Bosotn under the firm name of ——, —— & Company. Subsequently your petitioner duly amended said bill by an amendment duly filed in said court on or about May 15, 1905. Subsequently your petitioner further amended said bill by a subsequent amendment duly filed in said court on or about June 5, 1905. Issue in said suit was duly joined on or about October 2, 1905, by the filing by your petitioner of a replication to an answer filed to said bill on or about September 10, 1905, by said defendant John A. Cauldwell in the place of John Doe, joining in said answer.

II. Amongst the issues raised by said pleadings are the facts concerning the purchase and sale of certain shares of stock made, and some that are claimed to have been made by said defendants and by certain firms of stock brokers, who were the predecessors of said defendants; namely, the firm of —— & Company and the firm of —— & Company; both of which said firms transacted business for this petitioner in the City, County and State of New York.

III. The shares of stock and other corporate securities which were the property of your petitioner, and which were held by said preceding firms, are now in the possession of the defendants herein, who claim a lien upon the same because of an alleged indebtedness by your petitioner to said preceding firms.

IV. Amongst other claims made by said defendants in said suit, they insist that they are entitled to a lien upon said corporate securities and shares of stock, because they aver that your petitioner was indebted to the said firm of —— & Company in the sum of $4,000, for a purchase alleged to have been made on her account by said —— & Company of 400 shares of stock, in an alleged mining company known between the parties as Avino, the exact name of which is to your petitioner unkown, at the price of ten ($10.00) dollars a share.

V. Your petitioner is informed, believes and alleges: That no shares

of said stock were ever purchased on account of your petitioner by said firm of —— & Company: and that the books of account, contracts, letter books, stock orders and other papers of said firm of —— & Company will show that the shares of said Avino stock, the alleged purchase price of which is charged against your petitioner as aforesaid, were at the date of said alleged purchase, the property of said firm or else of one of the members thereof: namely, ——: and that the original entries concerning the same show that the purchase price of said stock was charged against said Clark in the said books of account: and that the purchase price of the same was no more than eight ($8.00) dollars a share.

VI. If the books of account and other papers of said firm were kept in accordance with the usual practice of stock brokers in the City of New York, they will show the names of all the persons from whom said —— & Company purchased shares of said Avino stock: the date of the purchase, and the purchase price, of the same. Your petitioner has been informed by ——, a former member of said firm of —— & Company, who is now somewhere on the Continent of Europe, to your petitioner unknown: that said stock was charged on the books of said firm against the personal account of one of the members of said firm.

VII. The said defendants further claim a lien upon said stock because of the alleged purchase price of 2,000 shares of preferred and 2,000 shares of common stock of the Federal Graphite Company, which purchase defendants claim was made by said firm of George E. Armstrong & Company on behalf of your petitioner. Your petitioner is informed and believes and alleged: That the said shares of stock in said Graphite Company were never purchased by said George E. Armstrong & Company, on behalf of your petitioner. At the time when the first charge for said alleged purchase was made, the certificates for the same, which were subsequently offered to your petitioner and refused by her were in the name of the said firm of —— & Company; and were as your petitioner is informed and believes, the property of the said firm or else the property of one or more members of the same.

VIII. Your petitioner is informed and believes: That the books of account of said firm of —— & Company and the contracts, letter books, stock orders and other papers of the same, will show that no such purchase of stock was made by such firm, nor by any member of the same on behalf of your petitioner at any time. If the books of account and other papers of said firm were kept in accordance with the usual practice of stock brokers in the City of New York, they will show the names of all the persons from whom said firm ever purchased shares of stock in the Federal Graphite Company; the date of said purchase and the purchase price of the same.

IX. The said defendants further in the account, which they have presented to your petitioner and upon which, they claim the alleged balance exists, for which the said lien upon said shares of stock is claimed by them in their said answer, credit your petitioner with the sum of four thousand nine hundred sixty-eight ($4,968.00) dollars only as the proceeds of 1,000 shares of stock in the Boston Consolidated Gold Mining Company which stock was in the possession of said George E. Armstrong & Company: and

was the property of your petitioner prior to the month of April, 1900; and which they claim to have sold in the month of April on said terms; but the said firm and the defendants have refused to disclose to your petitioner the names of the purchasers of said shares; although the usual practice of the stock exchanges, and of stockbrokers in the City of New York and elsewhere, requires such a disclosure. And your petitioner alleges and charges upon information and belief: That said alleged sale was fictitious and was never made. The said shares of the Boston Consolidated Gold Mining Company are now worth much more than the said alleged purchase price of the same.

X. Your petitioner has written several letters to said firm of —— & Company; and to said firm of —— & Company concerning their transactions with your petitioner; all of which are material as evidence in support of the case of your petitioner above described but of some of which no copies were kept by your petitioner. Amongst other such letters is a letter by your petitioner addressed to ——, a member of said firm of —— —— Company dated August 26th, 1899. A letter by your petitioner to A. M. Hallenberg, a member of said firm of George E. Armstrong & Company, dated on or about August 8th, 1902; certain statements of account. A letter by your petitioner to said —— of said firm of —— & Company written on or about May 24th, 1904.

The letter books of said firms contain copies of letters written to your petitioner by different members and by different agents of said firms of —— & Company and —— & Company, at different times while said firms transacted business.

XI. Your petitioner is informed and believes: That all of the books of account, papers, letter books, contracts and correspondence of the said firms of —— & Company, and of —— & Company are now in the possession of —— & Company, stockbrokers in the City of New York, the members of which are —— ——, —— —— and said —— ——.

XII. After the dissolution of the firm of —— —— & Company, on or about January 14th, 1903, your petitioner saw some of the books of account of said firm in the possession of the firm of —— —— & Company at Number 44 Broadway, in the City and County of New York. Mr. —— —— of said firm was manager of —— —— & Company at the time of its dissolution. James —— of said firm was formerly a member of the firm of —— —— & Company. The petitioner was told by the defendant Schirmer on or about January 14th, 1904; that the said firm of —— —— & Company had taken over the accounts of the former firms of —— —— & Company and of —— —— & Company. Your petitioner has received at different times, what purported to be statements of her account with —— —— & Company, which were restatements of the accounts previously furnished to me by —— & Company, with some of the items charged against her by ——, —— & Company, the correctness of which, she has disputed as above set forth. It is admitted in the answer of defendants herein that on or about September 30th, 1899, the said firm of ——, — —Company was dissolved; and that the business of said firm was continued under the name of —— —— & Company. Your petitioner never received any notice of the dissolution of the firm of —— —— & Company; but since some time

in April, 1901, she received notices, which contained the printed name of —— —— & Company with a red line marked there-through; and with the name of —— —— & Company written above the same, which notices referred to her account with said firm of —— —— & Company. On or about September 2nd, 1902, your petitioner received a notice to the following effect:

"44 Broadway.

"The firm of —— —— & Company having been dissolved by the death of Mr. George E. ——, the business will be continued at the above address by the undersigned under the firm of —— —— & Company.

(Signed)

—— ——,
—— ——.
Member N. Y. Stock Exchange.
—— ——. Special.

"New York, September 2, 1902."

XIII. Upon information and belief: That the said firm of —— —— & Company and the defendants to this suit in equity have had considerable correspondence and exchanged letters concerning the account of your petitioner with said firm of —— —— & Company and —— —— & Company, and concerning the claim made against the securities of your petitioner, which were formerly in the possession of said firms and which are now in the possession of the defendants to said bill in equity; that all letters upon said subject received by said —— —— & Company are in their possession; and that all letters written by said —— —— & Company, and by any member thereof to said defendants; and all such written to any one of said defendants, were copied, and copies of the same preserved by said —— —— & Company in their letter books, and on the correspondence files of the said firm. All such letters, and copies are material to the issues raised by said bill, answer and replication. Your petitioner has also written one or more letters to said —— —— & Company concerning said securities; which letters are material evidence in support of the plaintiff upon the issues in the above described suit in equity, one of whch letters was dated on or about September 2nd, 1902.

XIV. The said firm of —— —— & Company is composed of Charles ——, Gardiner —— and James ——; all of whom transact business under said firm name at number 44 Broadway, in the Borough of Manhattan, City, County and State of New York; and all of whom, as your petitioner believes, live in said City, County and State of New York; and all of them reside more than 100 miles from the City of Boston, in the State of Massachusetts, which is the place of trial of the said suit in equity.

XV. The said books of account, papers, letter books, contracts and correspondence of the said firms of —— —— & Company and of —— —— & Company are material to the issues raised by the said bill, answer and replication in said suit in equity. Your petitioner believes that the testimony of the said ——, —— and —— is material to the said issues; and she wishes to take the testimony of said ——, —— and —— *de bene esse*, in accordance with the Revised Statutes of the United States.

XVI. On October 7th, 1905, a notice of which a copy is hereto annexed marked A was deposited, postage prepaid by registered mail, the registration fee being paid, in the General Post Office, in the Borough of Manhattan, City, County and State of New York, by James A. Timony, a Clerk in the office of my attorney, Roger Foster, in a sealed envelope, addressed to John Stiles, Esq., attorney at law, 15 Milk Street, Boston, Massachusetts. Said Stiles has appeared as solicitor for the defendants in the above entitled suit in equity; and said notice has been duly served upon said solicitor, and has been duly received by him.

WHEREFORE, your petitioner prays that a *subpoena duces tecum* issue directly to the said —— ——, —— —— and —— ——, directing them and each of them to produce before John A. Stiles, Notary Public, at the Postoffice, on November 10, 1905, at —— o'clock in the afternoon of that day.

(1) All books of account, letter books, letters and papers, including orders for the purchase, and orders for the sale, of stock, which were formerly the property of the firm of —— —— & Company, and all such which were formerly in the possession of said —— —— & Company, and all such which were formerly in the possession of any member of said firm; which contain any entry in relation to any transaction between Alice —— and said firm and all such which contain any entry in relation to any transaction between Alice —— and any member of said firm; and all such which contain any writing in relation to any such transaction.

(2) All books, letter books, letters and papers including orders for the purchase, and orders for the sale, of stock, formerly in the possession of ——, —— & Company, which contain any entry in relation to any sale to Alice —— of any shares of stock in any corporation having a name containing the word Avino or any similar word as a part thereof; and all such which contain any entry concerning an alleged purchase on her account of any such shares of stock.

(3) All letters by Alice —— to the said firm of ——, —— & Company; and all letters by Alice —— to any member of said firm of ——, —— & Company, including amongst others, the letters by said Alice —— respectively addressed to —— ——, dated on or about August 30th, 1898; to ——, —— & Company, dated on or about August 26th, 1899, and to —— ——, dated some time shortly before June 21st, 1904.

(4) All letter books formerly in the possession of said ——, —— & Company, which contain copies of any letters written by any member of said firm, and of all such which contain letters written by any agent of said firm to said Alice ——.

(5) All books of account, letter books, letters and papers; including orders for the purchase, and orders for the sale, of stock, formerly in the possession of ——, —— & Company; and all such formerly in the possession of any member of said firm, which contain entries; and all such which contain writings in relation to any purchase by said ——, —— & Company, and by any member thereof of any shares of stock of any such mining company; all such which contain any charge against any member of said firm of ——, —— & Company, in connection with any purchase of any shares of such stock.

(6) All books of account, letter books, letters and papers, including orders for the purchase, and orders for the sale of stock, which were formerly the property of the firm of —— —— & Company; and all such which were formerly in the possession of said —— —— & Company; and all such which were formerly in the possession of any member of said firm, which contain any entry in relation to any transaction between Alice —— and said firm; and all such which contain any entry in relation to any transaction between Alice ——, and any member of said firm; and all such which contain any writing in relation to any such transaction.

(7) All books, letter books, letters and papers, including orders for the purchase, and orders for the sale, of stock, formerly in the possession of —— —— & Company, which contain any entry in relation to any sale to Alice —— of any shares of stock in the Federal Graphite Company; and of any shares of stock in any corporation having a name containing the word Graphite or any similar word as a part of such name; and all such which contain any entry concerning an alleged purchase on her account of any such shares of stock.

(8) All letters by Alice —— to said firm of —— —— & Company; and all letters by Alice —— to any member of said firm, including amongst others, a letter by Alice —— to —— —— & Company, dated on or about March 7th, 1900; a letter by Alice —— to —— ——, dated on or about August 8th, 1902.

(9) All letter books formerly in the possession of said —— —— & Company, which contain copies of any letters written by any member of said firm; and all such which contain letters written by any agent of said firm to said Alice ——.

(10) All books of account, letters, letter books and papers, formerly in the possession of —— —— & Company, which contain any entry in relation to any sale on account of Alice ——, of any shares of stock in any corporation known by the name of the Boston Consolidated Mining Company; and all such, which contain any entry in relation to any sale on account of said Alice —— of any shares of stock in any corporation with any similar name, including all such, which contain any entry of the name of the purchaser of the same.

(11) All letters written to —— —— & Company, and all letters written to any member of said firm by Alice ——, including that dated on or about September 2nd, 1902, written to —— —— & Company, ——, —— & Company; and all letters written to —— —— & Company by —— ——; and all letters to —— —— & Company by —— ——; and all letters written to any member of said firm of —— —— & Company by any of said persons, and by any of their agents, and by any of the agents of any of them, which mention, and all such which refer to Alice ——; and all such which refer to the said Federal Graphite Company; and all such which refer to the said Boston Consolidated Mining Company; and all such which refer to the said Avino Mining Company; and all such which refer to any company with any name similar to such names.

(12) All letters written to —— —— & Company by —— ——, which in any manner refer to Alice ——; and all such, which in any manner refer to said Avino Mining Company; and all such which in any manner

refer to the Federal Graphite Company; and all such which in any manner refer to the Boston Consolidated Mining Company; and all such, which refer to any company with any name similar to the names of any of said three companies.

(13) All letters written to —— —— & Company, and all letters written to any member of said firm by Alice ——.

(14) All books of account, letter books, letters and papers, including orders for the purchase, and orders for the sale, of stock, formerly in the possession of said ——; and all such formerly in the possession of any member of said firm, which contain entries; and all such which contain writings in relation to any purchase by said ——, and by any member of said firm of any shares of stock of any such mining company; all such which contain any charge against any member of said firm by said —— in connection with any purchase of any shares of such stock.

And your petitioner will pray, etc.

"Alice ——."
ROGER FOSTER.
Petitioner's Attorney,
35 Wall Street,
New York.

STATE OF NEW YORK,
County of New York, } ss.
Southern District of New York.

Alice ——, being duly sworn, deposes and says: The foregoing petition is true to my own knowledge, except as to the matters therein stated to be alleged upon information and belief; and as to those matters, I believe the same to be true.

"Alice ——."

Sworn to before me this 31st day of October, 1905.

"B. B. HIGGINS."
Notary Public,
N. Y. Co.

FORM XXXI.—MASTER'S WARRANT OR SUMMONS.

[*District*] *Court of the United States for the Southern District of New York.*

JOHN DOE, Plaintiff,
against } In Equity.
RICHARD ROE, Defendant.

In pursuance of the authority contained in a decretal order made in this cause by the Honorable William J. Wallace, Circuit Judge, and the Honorable Nathaniel Shipman, District Judge, at a stated term of this court held at the United States Court House in the City of New York on the 5th day of July, A. D. 1888, I, Benjamin Smith, one of the masters of said court, do hereby summon you, John Doe, complainant, and Richard Roe, defendant, to appear before me, the said Benjamin Smith, at my office

at No. 206 Broadway, in the City and County of New York in the Southern District of New York, on the fourth day of January, A. D. 1889, at two o'clock in the afternoon, to attend a hearing before me, the said master, of the matters in reference in the said cause to be had by virtue of the decretal order aforesaid. And hereof fail not at your peril.

BENJAMIN SMITH, Master.

Dated the 28th day of December, 1888.

Underwriting: To take the account in the suit.

BENJAMIN SMITH, Master.

To JOHN DOE and RICHARD ROE.

FORM XXXII.—MASTER'S WARRANT OR SUMMONS IN PATENT CASE.

[From record in 101 Fed. 126, 41 C. C. A. 250. Tis is the usual form in the Second Circuit. In Beckwith v. Malleable Iron Range Co., 195 Fed 291, D. C. E. D. Wisc., Judge Sanborn quashed such a summons because he held that Eq. Rule 79 of 1842, now Eq. Rule 63, did not apply to such an accounting. The Circuit Court of Appeals for the Seventh Circuit subsequently granted a mandamus directing the court below to require the defendant to account under Eq. Rule 79, without passing upon the question whether the summons was too broad. Re Beckwith C. C. A. 203 Fed. 45, S. C. C. C. A. 201 Fed. 518.]

United States [District] Court, District of Connecticut.

HARRIOT H. WALES *vs.* THE WATERBURY MFG. CO.	No. 365, in Equity.

To the Waterbury Manufacturing Company, defendant, and to Augustus S. Chase, Henry S. Chase and Richard J. Ashworth, being officers and agents of said defendant:

The undersigned having been appointed master *pro hac vice* for stating the account authorized by the interlocutory decree herein, you are required and directed to be and appear before me at the office of C. W. Gillette, Esq., in Waterbury, on the first day of July, A. D. 1894, at 10 o'clock in the forenoon, then and there to render to me upon the oath or oaths of such one or more of you, or of the confidential agents of said defendant as shall have the most certain and full knowledge of the same, a statement in writing of the lever buckles and pencil holders with lever buckles attached, which contain or embody in any manner the device described and claimed in claims 1, 2 and 3, of the letters patent of the United States, numbered 172,527, granted and issued January 18, 1876, to Sigourney Wales and Nathaniel H. Furness, which has been made, sold or used by you, or any of you, since June 4, 1881, with the names of all the parties to whom you have sold the same, the dates of the sales and the price received therefor, and the gains and profits made by you or any of you thereon.

And you will have there with you in court all the books and vouchers

in your possession, on which all the said data were originally entered, together with all books and vouchers in your possession which show the cost of labor and materials used in making such lever buckles, especially all day books, journals, ledgers, order books, blotters and cash books used by defendant since January 18, 1881.

Dated at Hartford, July 27, 1894.

E. E. MARVIN,
Master *pro hac vice.*
Waterbury, July 28, 1894.

Service accepted

GEO. E. TERRY,
Defendant's Attorney.
Waterbury, July 31, 1894.

It is ordered that the defendant's statement presented to-day be extended so as to show the lever buckles of each variety in each and every year of the period covered by the accounting.

E. E. MARVIN,
Master *pro hac vice.*

FORM XXXIII.—NOTICE ACCOMPANYING DRAFT OF MASTER'S REPORT.

[District] Court of the United States for the Southern District of New York.

JOHN DOE, Complainant,
against
RICHARD ROE, Defendant.
In Equity.

SIRS: You are hereby notified that I have prepared the draft of my report upon the matters referred to me as master, by the interlocutory decree herein dated the 30th day of November, 1887, and that a copy of such draft report accompanies and is annexed to this notice and is herewith served upon you; you are also hereby notified that I shall sign and file said draft report as my report herein, unless alterations are made by me therein, upon suggestions of counsel for either party hereto, and that I appoint the 26th day of February, 1889, at my office, Room 3, No. 10 Wall Street, in the City and County of New York, at 11 o'clock in the forenoon of said day, for counsel for either party hereto to present to me any suggestions of amendments to or alterations of said draft report, and to file with me written objections of exceptions thereto, if any they have to the same.

Yours, &c., BENJAMIN SMITH, Master.

Dated New York, February 21, 1889.

To MESSRS. BROWN & BLACK, Complainant's Solicitors,
1 Broadway; and
ROBERT JONES, Defendant's Solicitor,
111 Broadway, New York City.

FORM XXXIV.—ACCOUNT OF INFRINGEMENTS OF PATENT.

[From record in 41 C. C. A. 250, 101 Fed. 126.]

United States [District] Court, of Connecticut.

HARRIOT H. WALES *vs.* THE WATERBURY MFG. CO.	No. 365. In Equity.

Pursuant to the interlocutory decree herein, and the order of the master requiring a statement in writing of the lever buckles and pencil holders with lever buckles attached, containing or embodying in any manner the device described and claimed in claims 1, 2 and 3 of letters patent of the United States, numbered 172,527, dated January 13, 1876.

Schedule "A," hereto annexed and made a part of this return, contains all sales made or buckles specified in claims 1, 2 and 3 of said patent, from June 14, 1881, to January 18, 1893, together with the names of the persons to whom they were sold, the date when sold and the prices obtained therefor.

Schedule "B" contains a statement of the cost of each of the several kinds of buckles embraced in schedule "A."

Schedule "C" contains a statement of the cost of the buckle and pencil holder combined.

Schedule "D" contains a statement of the cost of the buckle and button combined.

Schedule "E" contains a statement of the number of each of the several buckles sold, the price received therefor, the cost thereof deducted, showing the net profit or gain derived from the sales of such lever buckles.

Schedule "F" contains a statement of the number of buckles combined with the pencil holder that were sold, the price received therefor, the cost thereof deducted, showing the net gain or profit thereof derived from the sale of the combined buckle and pencil holder which last schedule is filed under protest, under the assumption that said pencil holder was not a patented article, and not within claims 1, 2 and 3 of said patent, and that the buckle, and the buckle alone, should only be accounted for.

It will be borne in mind that the sales made to E. Faber, as shown in schedule "A," are the same buckles that were used in connection with the pencil holder, and are included in the statements shown in schedule "F."

All of which is respectfully submitted.

Waterbury, Nov. 17, 1894.

FORM XXXV.—ORDER APPOINTING REFEREE TO TRY ACTION AT COMMON LAW.

At the April Term of the United States [District] Court for the Southern District of New York, held in New York City, at the Post Office, on April 24, 1898. Present: HON WILLIAM J. WALLACE, Circuit Judge.

ANDREW BROWN, Plaintiff,
against
THE NEW YORK, LAKE ERIE AND WESTERN RAILROAD COMPANY, Defendant.

On reading and filing the annexed stipulation, it is

Ordered that the above entitled action be referred to Hamilton Cole, Esq., as sole referee, to hear and determine all the issues thereof, and that judgment may be entered upon his report as such referee with the same force and effect as upon a hearing and decision of the court.

And it is further ordered that the said referee shall make special findings of fact herein, and that said findings when adopted by the court shall have the same force and effect as and shall be deemed findings of the court.

It is further ordered that this action and the issues therein may be tried and determined by the court without the intervention of a jury.

It is further ordered that judgment shall not be entered herein until after ten days' notice of the filing of the report of the referee, and of the judgment proposed to be entered thereon.

It is further ordered that the referee's fees be taxed as costs herein.

(Signed) WM. J. WALLACE.

(A copy.)

[SEAL] TIMOTHY GRIFFITH, Clerk.

FORM XXXVI.—STIPULATION FOR REFERENCE OF ACTION AT COMMON LAW.

United States [District] Court for the Southern District of New York.

ANDREW BROWN, Plaintiff,
against
THE NEW YORK, LAKE ERIE AND WESTERN RAILROAD COMPANY, Defendant.

I is hereby stipulated and agreed that the above entitled action be referred to Hamilton Cole, Esq., as sole referee, to hear and determine all the issues thereof, and that judgment may be entered upon his report as such referee, with the same force and effect as upon a hearing and decision of the court. And it is further stipulated and agreed that the said referee shall make special findings of fact herein, and that said findings when adopted by the court shall have the same force and effect as and shall be deemed findings of the court. It is further stipulated and agreed by and between the parties hereto, that this action and the issues therein may be tried and determined by the court without the intervention of a jury, and a jury is hereby waived. It is further stipulated and agreed that judgment shall not be entered herein until after ten days' notice of the filing of the report of the referee, and of the judgment proposed to be entered thereon. It is further stipulated and agreed that the referee's fees shall be taxed as costs herein.

Dated New York, April 23, 1888.

C. L. ATTERBURY, Atty. for Plaintiff.

BUCHANAN & STEELE, Defendant's Attorneys.

FORM XXXVII.—ORDER ADJUDGING PARTY GUILTY OF CONTEMPT.

[Copied from Fischer v. Hayes, 6 Fed. 66.]

[TITLE.]

A motion for attachment for contempt herein having come on for further hearing on the question of punishment or terms, on this thirteenth day of February, 1880, and Charles F. Blake, Esq., having been heard for the motion, and J. H. Whitelegge, Esq., opposed; now, therefore, it is hereby ordered and decreed, that the defendant is adjudged to have committed the contempt alleged, and that he pay, as a fine therefor, the amount of all costs, charges and disbursements, whatsoever suffered, borne or incurred, by the complainant by reason of, or on account of, the said motion, and that the question of the amount of said fine be submitted to this court on affidavits, and without argument, as follows: The complainant to serve his affidavits on the solicitor for the defendant on or before Friday, February 20, 1880; that defendant serve his replying affidavits on counsel for complainant on or before Tuesday, February 24, 1880; and that complainant have the right to reply; and that all affidavits be filed on or before Friday, February 27, 1880.

FORM XXXVIII.—ORDER FINING DEFENDANT FOR CONTEMPT.

[Copied from Fischer v. Hayes, 6 Fed. 67.]

[TITLE.]

This motion having been heard, on the first day of August, 1879, on affidavits and argument by counsel for the respective parties, and thereupon an order having been duly made that it be referred to John A. Shields to ascertain the fact of said infringement, if the same be so, and report his finding to this court, and upon the coming in of the report of said referee, and hearing counsel for the respective parties, in support thereof and in opposition thereto, said report was confirmed; and it was then further ordered that the complainant file with the court, and serve copies on defendant, affidavits showing the expenses incurred in the prosecution of this second attachment for contempt; that defendant file and serve answering affidavits, and that complainant may reply thereto; and an amended order, and the affidavit of George Hayes, the defendant, executed on the twenty-sixth day of February, 1880, having been filed in reply to said complainant's affidavits, it is, upon consideration thereof, ordered that the defendant pay into court the sum of $522.49, as set forth in the affidavit of Baron Higham, executed herein on the sixteenth day of February, 1880, and the further sum of $867.50, as set forth in the affidavit of Valentine Fisher, executed herein on the twentieth of February, 1880, amounting altogether to the sum of $1,389.99, as a fine for said second contempt, within thirty days from the date of the entry of this order, to wit, the twelfth day of April, 1880; and that if not paid, the defendant stand committed till it be paid, and that, when paid, it be paid over to the plaintiff in reimbursement.

FORM XXXIX.—PETITION FOR REMOVAL FOR DIFFERENCE OF CITIZENSHIP.

Supreme Court, County of New York.

JOHN STILES, Plaintiff,
against
ROBERT ROE, Defendant.

To the Honorable the Supreme Court of the State of New York, held in and for the County of New York:

Your petitioner respectfully shows to this Honorable Court that the matter and amount in dispute in the above-entitled suit exceeds the sum or value of [three thousand dollars], exclusive of interest and costs. That the controversy in said suit is, and at the time of the commencement of this suit was, between citizens of different States, and that your petitioner, the defendant in the above-entitled suit, was at the time of the commencement of the suit, and still is, a resident of and a citizen of the city of Boston, in the County of Middlesex, in the State of Massachusetts, and a non-resident of the State of New York, and that the plaintiff, John Stiles, was then, and still is, a resident and citizen of the city, county, and State of New York.

And your petitioner offers herewith a good and sufficient surety for his entering in the [District] Court of the United States for the Southern District of New York, on the first day of its next session, a copy of the record in this suit, and for paying all costs that may be awarded by said [District] Court, if said courtt shall hold that this suit was wrongfully or improperly removed thereto.

And he prays this Honorable Court to proceed no further herein except to make the order of removal required by law, and to accept the said surety and bond, and cause the record herein to be removed into said [District] Courtt of the United States in and for the Southern District of New York; and he will ever pray. ROBERT ROE.

WHITE & BLACK, Petitioner's Attorneys,
206 Broadway, New York, N. Y.

City and County of New York.

Robert Roe deposes and says: I am the above-named petitioner. The foregoing petition is true to my own knowledge, except as to the matters therein stated to be alleged upon information and belief, and as to those matters I believe it to be true. ROBERT ROE.

Sworn to before me, this 18th day of January, 1913.

SYLVANUS BROWN, Notary Public, [L. S.]
New York County.

On this 18th day of December, 1889, in the City and County of New York, before me, a notary public, in and for the City and County of New York, personally appeared Robert Roe, to me known to be the individ-

ual who executed the foregoing petition, and then and there acknowledged to me that he had executed the same.

SYLVANUS BROWN, Notary Public. [L. S.]
New York County.

FORM XL.—NOTICE OF APPLICATION FOR REMOVAL.

Supreme Court, County of New York.

JOHN STILES, Plaintiff.
against
JOHN ROE, Defendant.

Sirs: Please Take Notice, that on Monday, October 13th, 1913, at half past ten o'clock in the morning of that day, I shall file in the clerk's office of the Supreme Court in and for the County of New York, the petition of which a copy is hereto annexed, for a removal of the above-entitled cause to the District Court of the United States for the Southern District of New York; and that I shall also then and there file the bond, of which a copy is hereto annexed; and at the same time, or as soon thereafter as counsel can be heard, I shall request for the removal of the said bond at Special Term, Part I, of the said Court; and that I shall then ask for such other and further relief in the premises as may be just.

Dated, New York, October 9th, 1913.

Yours, &c.,
WHITE & BLACK,
Attorneys for Petitioner, Defendant,
206 Broadway,
Borough of Manhattan,
City County and State of New York.

MESSRS. BROWN & JONES,
Attorneys for Plaintiff,
55 Liberty Street,
Borough of Manhattan,
City and County of New York.

FORM XLI.—PETITION FOR REMOVAL FOR A SEPARATE CONTROVERSY.

[Held sufficient in 153 Fed. 941; reversed and case remanded C. C. A., 176 Fed. 333.]

Supreme Court of the State of New York, County of New York.

JAMES POLLITZ, *Plaintiff*, vs. THE WABASH RAILROAD COMPANY, EDWARD T. JEFFREY, FREDERIC A. DELANO, EDGAR T. WELLES, JOHN C. OTTESON, ROBERT C. CLOWRY, ROBERT M. GALLAWAY, THOMAS H. HUBBARD, GEORGE J. GOULD, WINSLOW S. PIERCE, JOHN T. TERRY, JOSEPH J. SLOCUM, MERCANTILE TRUST COMPANY, UNITED STATES MORTGAGE AND TRUST COMPANY, HENRY EVANS, HENRY K. POMROY, GEORGE M. CUMMING, THE BOWLING GREEN TRUST COMPANY, J. C. VAN BLARCOM, JAMES B. FORGAN and THE METROPOLITAN TRUST COMPANY OF THE CITY OF NEW YORK, *Defendants*.	Petition of defendant, THE WABASH RAILROAD COMPANY, to remove this cause into the [District Court of the United States for the Southern District of New York.

The petition of The Wabash Railroad Company, one of the defendants in the above entitled action, respectfully shows to this Honorable Court:

That this action was commenced against this petitioner by the service of summons and complaint therein on the 23d day of January, 1907, by delivery of the same within the County of New York, to John C. Otteson, the secretary of this petitioner.

That said action is of a civil nature in equity and that the said James Pollitz is the sole plaintiff therein.

That said plaintiff was at the time of the commencement of said action in this court and still is a citizen of the State of New York; and that your petitioner was at the time of the commencement of said action in this court and still is a consolidated railroad corporation duly incorporated, organized and existing under and by virtue of the laws of the States of Ohio, Michigan, Indiana, Illinois and Missouri, and is a citizen of the State of Ohio, and is not a citizen or resident of the State of New York.

That said plaintiff in his complaint herein claims, in substance, that this petitioner, during the summer of the year 1906, entered into certain negotiations for the purpose of agreeing upon a plan for the retirement of the debenture mortgage bonds of this petitioner through the issue of other securities, both bonds and stock, and that the plain covered by such agreement was subsequently authorized and approved by the stockholders and debenture mortgage bondholdlers of this peti-

tioner at a special meeting held at Toledo, Ohio, on October 22, 1906, in pursuance of published notice, at which meeting the issue of certain new bonds and preferred and common stock of this petitioner and the exchange of certain of said new bonds, preferred and common stock of this petitioner for its debenture mortgage bonds was authorized and approved.

That said plan of exchange was thereafter made public through the publication of the notice, copy of which is attached to the complaint herein and marked "Exhibit B."

That said plan of exchange is unlawful, unauthorized, contrary to the laws of the States in which this petitioner was organized, is *ultra vires* and unjust, inequitable and injurious to the plaintiff, who claims to be the owner of one thousand shares of the common capital stock of this petitioner.

That the new bonds and the preferred and common stock of this petitioner, or interim receipts therefor, in an amount sufficient to carry the said plan into effect, so far as the same has been assented to by debenture mortgage bondholders, have been delivered to the depositing bondholders in exchange for the debenture bonds deposited by them; and that by reason thereof there have been issued and will be placed upon the market, if the said plan be not declared and adjudged invalid, a large amount of unlawful and invalid bonds and preferred and common stock of this petitioner.

That the plaintiff, in his complaint herein, demands that the plan and scheme for the issue and delivery of the new bonds and the preferred and common stock of this petitioner in exchange for or retirement of its debenture mortgage bonds be decreed and adjudged to be *ultra vires*, illegal and void; and that all said bonds and preferred and common stock issued and used or applied by this petitioner for the purposes stated in said plan and scheme be decreed and adjudged illegal, void and of no effect; and further, that pending this action and until the final determination thereof, this petitioner, its officers, agents, attorneys and servants, be enjoined and restrained from taking any further proceedings to carry into effect the said plan and from paying any interest upon any of its new bonds which have been issued thereunder, and from transferring upon its books any certificates representing any of its preferred or common stock issued under said plan and from paying any dividends upon any part of its preferred stock issued under said plan and from permitting to be received and counted any votes with reference to the shares of preferred and common stock so issued at any meeting of the stockholders of this petitioner.

That the plaintiff, in his complaint alleges that the defendants Edward T. Jeffrey, Frederic A. Delano, Edgar T. Welles, Robert C. Clowry, George J. Gould, Winslow S. Pierce, Robert M. Gallaway, Thomas H. Hubbard and John T. Terry are directors, and constitute a majority of the Board of Directors of this petitioner; that the defendant Edward T. Jeffrey is chairman of the Board of Directors of this petitioner; that the defendant Frederic A. Delano is president, the defendant Edgar T. Welles is vice-president, and the defendant John C. Otteson is secretary and assistant treasurer of this petitioner.

Said complaint also alleges that the defendant the Mercantile Trust Company is the registrar of the capital stock of this petitioner, and that said stock cannot be listed without registration or negotiated in the market; that said defendant is also the trustee under the mortgage securing the debenture bonds of this petitioner.

Said complaint also alleges that the defendant United States Mortgage and Trust Company was and acted as the depositary named in the plan set forth in the published notice, copy of which marked Exhibit B is annexed to said complaint.

Said complaint also alleges that the defendants, Henry Evans, Henry K. Pomroy and George M. Cumming, are members of and constitute a committee representing owners of debenture mortgage bonds of this petitioner, which committee has co-operated and confederated with this petitioner and with the defendant United States Mortgage and Trust Company in carrying out and accomplishing the said plan, and has published the notice set forth in Exhibit B annexed to said complaint.

That the defendants Bowling Green Trust Company, J. C. Van Blarcom and James B. Forgan, are the trustees named in the mortgage made to them by this petitioner to secure the new bonds issued in exchange for the debenture mortgage bonds under said plan.

Said complaint also alleges that the said plan for the exchange of said debenture mortgage bonds of this petitioner has been completed and carried into effect as to more than nine-tenths of said debenture mortgage bonds by this petitioner, its directors and officers, with the co-operation and confederation of the defendants Evans, Pomroy and Cumming, as a committee, and of the defendants United States Mortgage and Trust Company, Bowling Green Trust Company, J. C. Van Blarcom and Forgan, and The Mercantile Trust Company; and that the new securities, or interim certificates therefor, have been issued and the exchange has been made by the co-operation and confederation of the defendants United States Mortgage and Trust Company, Bowling Green Trust Company, Van Blarcom and Forgan, with this petitioner and said committee.

Said complaint further alleges upon information and belief, that such exchanges have been made to the amount of more than ninety per cent. of said debenture bonds.

Said complaint also alleges on information and belief, that certain of the defendants, who are directors of this petitioner, were large holders of debenture mortgage bonds, and that The Metropolitan Trust Company was the owner and holder of $5,435,000 of said debenture mortgage bonds, and that said directors and said Metropolitan Trust Company will be unduly and inequitably benefited if the plan for the retirement of said debenture mortgage bonds be upheld and decreed valid.

That the plaintiff in his complaint herein demands, as an alternative relief to the main relief prayed for by him against this petitioner and in default of said main relief and in case the Court shall hold and decree that he is not entitled to said main relief, to have an accounting by the defendants who are officers and directors of The Wabash Railroad Company and by the defendant United States Mortgage and Trust Company and the defendant The Mercantile Trust Company in respect to

the new bonds and common and preferred stock of this petitioner which have been issued under said plan of exchange.

That your petitioner disputes the claim against it as set forth by the plaintiff in his complaint, and denies that the plaintiff is entitled to the judgment and relief prayed for against this petitioner or to any judgment or relief against it; and this petitioner alleges that the fundamental and primary controversy, as set forth in said complaint, is whether or not the plan for the exchange of the debenture mortgage bonds by this petitioner, the authorization and creation by it of the new securities in the said complaint set forth and the issue of the same by it for the purpose of carrying said plan into effect is, as alleged in said complaint, illegal, unlawful, void and prohibited by the charter of this petitioner and the laws under which it is incorporated; and whether said new securities are, as alleged in said complaint, invalid and void; and that such controversy is a separable and distinct controversy between the plaintiff and this petitioner.

That a complete determination of said controversy can be had without the presence of any of the defendants in this action other than this petitioner; and that all of said other defendants are neither indispensable nor necessary parties to the complete determination of said controversy.

That the foregoing controversy, which is solely between the plaintiff and the petitioner, must be determined before any other controversy alleged in the complaint can be considered and determined; and that said controversy between the plaintiff and this petitioner, as above set forth, is separate and distinct from any other or further controversy.

That said fundamental and primary controversy herein between the plaintiff and this petitioner is a controversy wholly between citizens of different States—to wit: Between the plaintiff, a citizen of the State of New York, and this petitioner, a citizen of the State of Ohio.

That the matter in dispute in this action exceeds the sum of [three] thousand dollars, exclusive of interest and costs.

Your petitioner further shows that this petition is made and filed before this petitioner is required by the laws of the State of New York or the rule of this Honorable Court to answer or plead to the complaint of the plaintiff, and that it desired by your petitioner, one of the defendants herein, to remove said cause from this Honorable Court to the [District] Court of the United States for the Southern District of New York in accordance with the provisions of the Acts of Congress of the United States in that behalf made and provided.

That no special bail was or is required in said action.

Your petitioner files and offers herein a bond with good and sufficient security in the penal sum of $500, conditioned as required by the Act of Congress in that behalf made and provided, for entry in the [District] Court of the United States for the Southern District of New York, on the first day of its next session, a copy of the record in this suit, and to pay all costs that may be awarded in said [District] Court of the United States if said Court shall hold that this suit was wrongfully or improperly removed thereto.

Your petitioner further prays that the said bond may be accepted as good and sufficient, and that this Honorable Court will make this order

for the removal of this suit into the [District] Court of the United States, to be held in and for the Southern District of New York, in which district this suit is pending, pursuant to the Act of Congress in such case made and provided, and cause the record herein to be removed into the said [District] Court of the United States, and that no further or other proceedings may be had in said cause in this court.

And your petitioner will ever pray.

Dated New York, January 25, 1907.

PIERCE & GREER,
Attys. for the Deft. The Wabash Railroad Company.
Office and P. O. address,
120 Broadway,
Borough of Manhattan,
New York City.

STATE OF NEW YORK, }
County of New York, } ss.

John C. Otteson, being duly sworn, deposes and says that he is the secretary of the defendant The Wabash Railroad Company; that he has read the foregoing petition and knows the contents thereof; that the same is true of his own knowledge, except as to those maters therein said to be alleged on information and belief, and that as to those matters he believes it to be true.

JOHN C. OTTESON.

Sworn to before me this 25th day of January, 1907.

CHARLES J. HOEHNLE,
[SEAL.] Notary Public, Kings County.
Certificate filed in New York Co.

FORM XLII.—PETITION FOR REMOVAL BECAUSE OF PREJUDICE AND LOCAL INFLUENCE.

[The following petition was held to be sufficient, in Montgomery County v. Cochran, 116 Fed. 985, 986 (reversed upon the ground of jurisdiction, without passing upon the sufficiency of the petition; otherwise, in Cochran v. Montgomery County, 119 U. S. 260):]

"The County of Montgomery, Plaintiff, versus John J. Cochran as Principal, and the Fidelity & Deposit Company of Maryland, a Corporation under the Laws of the State of Maryland, as Surety, Defendants. In the [District] Court of the United States for the Middle District of Alabama. Petition for the Removal of Said Cause from the City Court of Montgomery, Alabama.

To the Honorable the Judges of the [District] Court of the United States States for the Middle District of Alabama: Your petitioner, the above-named Fidelity & Deposit Company of Maryland, a corporation existing under the laws of the State of Maryland, respectfully shows to this honorable court that the county of Montgomery, as plaintiff, brought suit of a civil nature, in the city court of Montgomery County, Alabama, on the 21st day of January, 1902, against your petitioner, the Fidelity & Deposit Company of Maryland, and one John J. Cochran, and that

the matter or amount in dispute exceeds the sum or value of three thousand ($3,000.00)] dollars, exclusive of interest and costs; that service of process in said case was made on your petitioner on the 24th day of January, 1902, and that the time for pleading or demurring to said complaint is within thirty days after the said service, and that your petitioner has heretofore, viz., on the fifteenth day of February, 1902, appeared in said city court of Montgomery and demurred to said complaint, and a copy of said complaint and the demurrer thereto is hereto attached and made a part hereof, and the first trial term for said case is in the month of April, 1902; that the said controversy is between citizens of different States, in that the plaintiff was at the time of the commencement of said suit, and still is, a citizen of the State of Alabama; and that your petitioner, the Fidelity & Deposit Company of Maryland, was at the time of the commencement of this suit, and still is, a citizen of the State of Maryland, and of no other State, having its principal office in the city of Baltimore in the said State of Maryland and that the other defendant in said suit is a citizen of the said State of Alabama; and that your petitioner desires to remove this suit, which is now pending and undetermined in said State court, before the trial thereof, into the [District] Court of the United States, to be held in the Middle district of Alabama. Your petitioner further shows unto this honorable court that from prejudice and local influence in favor of the plaintiff, and adverse to this defendant, it will not be able to obtain justice in said court, or in any other State court, to which the defendant may, under the laws of this State, have a right to remove said cause, on account of such prejudice or local influence. And, in this connection, your petitioner further shows unto your honors that said above-mentioned suit is a suit instituted by a political subdivision of the State of Alabama, to wit, Montgomery County, against the said John J. Cochran, the treasurer of said Montgomery County, and your petitioner, a surety company, as surety on the official bond of said John J. Cochran, as treasurer of said Montgomery County, and that said suit is instituted by said County of Montgomery to recover the sum of $120,000.00 (one hundred and twenty thousand dollars), which last-mentioned sum is the penalty of said bond, alleged to have been deposited by the said John J. Cochran, as such county treasurer, in the banking house of Josiah Morris & Co., of Mongtomery, Alabama, whereby the said sum is alleged to have been lost to the said County of Montgomery by reason of the failure and insolvency of the said Josiah Morris & Co., and that by reason of the nature of said suit all the residents and citizens of said Montgomery County have a direct interest in the recovery by the said plaintiff of the amount claimed. And in this connection your petitioner further shows unto your honors that the other defendant in this suit, John J. Cochran, is practically financially irresponsible, in that his assets, your petitioner is informed and believes and so states, are less than five thousand dollars, and that the said Cochran is therefore practically only a nominal party to the said suit, and that your petitioner, the said Fidelity & Deposit Company of Maryland, would be obliged practically to meet the whole claim should judgment be recovered against the defendants; and your petitioner further shows that from time to time heretofore there have been statements

made in the public press to the effect that your petitioner is and will be held liable for the amount claimed in said suit, and will have to pay the same, and that said publications as made in papers published in the City of Montgomery, and in other cities in the State of Alabama, have been circulated throughout all the counties in the said State of Alabama, whereby a local prejudice against your petitioner, and influence in favor of the plaintiff in said suit, has been created throughout the whole State of Alabama. Petitioner further avers that the amount sought to be recovered in said suit was, at the time of the failure of said Josiah Morris & Co., substantially all the funds of the plaintiff and the inconvenience to said plaintiff from its inability to use said money for public purposes has caused a feeling of prejudice against your petitioner, not only in the County of Montgomery, but in other parts of the State of Alabama. Petitioner further avers that the matter of a change of venue in said case is one of discretion on the part of the Judge of said City Court, and not one of right belonging to said petitioner, and, even if said discretion should be exercised in favor of the removal of said cause to some other county, yet petitioner is informed and believes, and upon said information and belief states, that the wide publicity and notoriety given to this cause and the issues involved therein would operate in any county or court of the State of Alabama to prejudice the right of this petitioner. And petitioner further avers that the said petitioner is now the surety on bonds of many State and county officers throughout the whole State of Alabama, and that the decision in the present case will be regarded as probably constituting a precedent in any future case or cases which may be brought against your petitioner on said bonds, by reason of which there will necessarily exist a local prejudice against your petitioner in this case in any county of the State of Alabama in which said case should be tried. Petitioner further avers that the said banking house of Josiah Morris & Co. at the time of its failure was largely indebted, viz., about nine hundred thousand dollars, and this indebtedness was due, and much the larger part of it is still due, to various persons residing in different parts of the State of Alabama, including the City Council of Montgomery; that the said Josiah Morris & Co. secured an agreement with its respective creditors for an extension of time within which to pay the amount due to them, respectively, and the said Josiah Morris & Co. has failed to make the second of the payments thus agreed on, and there seems to be no present prospect of any further payments by the said Josiah Morris & Co. to its creditors, by reason of which, as petitioner is informed and believes, and on such information and belief states, that the suit brought against petitioner has been in some way identified or intermingled with the affairs of said Josiah Morris & Co. in the minds of the people, and in the supposed identity of the interest of the said Josiah Morris & Co. and petitioner in the matters referred to there will exist in any court of the said State of Alabama in which said case could be tried a local prejudice against your petitioner. Wherefore your petitioner prays that an order or decree may be made and entered directing and commanding that the trial of said cause be removed from said City Court of Montgomery into this Honorable Court, and petitioner will ever pray, etc.

"WATTS, TROY & CAFFEY, Attorneys for Petitioner."

Attached to this petition was an affidavit, which, omitting caption, etc., reads as follows:

"Before me, Thomas G. Jones, Judge of said Court, personally appeared Thomas A. Whelan, who is known to me, and who, being duly sworn, on oath deposes and says that he is the vice-president of the Fidelity & Deposit Company of Maryland, the above-named petitioner, in the above-entitled cause, which is now pending in the City Court of the County of Montgomery and State of Alabama, and authorized to make this affidavit and act in this matter for petitioner, and that from prejudice and local influence the said petitioner will not be able to obtain justice in said State court, or in any other State court to which it may, under the laws of said State, have the right, on account of said prejudice and local influence, to remove said cause; and, further, that all the matters and facts stated in the above petition to be true, are true; and that all matters stated on information and belief are true to the best of his knowledge, information, and belief.

"THOMAS A. WHELAN.

"Subscribed and sworn to before me on this the 15th day of February, 1902.

"THOMAS G. JONES, Judge."

FORM XLIII.—BOND ON REMOVAL.

[In Remington v. Central Pacific R. R. Co., 198 U. S. 95.]

Supreme Court of the State of New York, County of Jefferson.

HIRAM REMINGTON, Plaintiff,
AGAINST
CENTRAL PACIFIC RAILROAD COMPANY,
Defendant.

Know all men by these presents: That the Fidelity and Deposit Company of Maryland, a corporation duly authorized and existing under the laws of the State of Maryland, having an office at No. 35 Wall street, New York City, and having authority to transact business, pursuant to the act of Congress, August 13th, 1894, entitled, "An act relative to the cognizances, stipulations, bonds and undertakings, and to allow certain corporations to be accepted as surety therein," is held and firmly bound unto Hiram Remington, in the sum of five hundred dollars ($500.00), for the payment of which well and truly to be made unto the said Hiram Remington, his heirs, executors, administrators and assigns, the said Fidelity and Deposit Company of Maryland binds itself, its successors and assigns, jointly and firmly by these presents; upon condition nevertheless, that

Whereas, the above named Hiram Remington has heretofore brought a suit of a civil nature in the supreme court of the State of New York, in and for the county of Jefferson, against the said Central Pacific Railroad Company, and

Whereas, the said Central Pacific Railroad Company simultaneously with the filing of this bond intends to file its petition in the said suit in such State court for the removal of such suit into the [District] Court of the United States in the district where such suit is pending, to-wit: the [District] Court of the United States in and for the northern district of New York, according to the provisions of the act of Congress in such case made and provided.

Now, therefore, the condition of this obligation is such that if the said petitioner, The Central Pacific Railroad Company, shall enter in the [District] Court of the United States for the northern district of New York on the first day of its next session a copy of the record in such suit and shall well and truly pay all costs that may be awarded by the said [District] Court if said court shall hold that such suit was wrongfully or improperly removed thereto and shall also appear and enter special bail in such suit if special bail was originally requisite therein, then the above obligation shall be void but shall otherwise remain in full force and virtue.

In witness whereof, the said Fidelity and Deposit Company of Maryland has caused these presents to be signed by its vice-president and attested by its attorney-in-fact and its corporate seal to be hereunto affixed this 22nd day of October, in the year nineteen hundred and three.

FIDELITY & DEPOSIT COMPANY OF MARYLAND,
By HENRY B. PLATT, Vice-President.
JAMES R. KINGSLEY,
Attorney-in-fact.

Attest:

State of New York, }
County of New York, } ss:

On the 22nd day of October, in the year 1903, before me personally came Henry B. Platt, to me known, who, being by me duly sworn, did depose and say, that he resided in the city of New York; that he was the vice-president of the Fidelity and Deposit Company of Maryland, the corporation described in, and which executed the within instrument; that he knew the seal of said corporation; that the seal affixed to said instrument was such corporate seal; that it was so affixed by order of the board of directors of said corporation, and that he signed its name thereto by like order; and that the liabilities of said company do not exceed its assets as ascertained in the manner provided in section 3, of chapter 720, of the Session Laws of the State of New York for the year 1893. And the said Henry B. Platt further said that he was acquainted with James R. Kingsley, and knew him to be the attorney-in-fact of said company; that the signature of the said James R. Kingsley, subscribed to the within instrument, was in the genuine handwriting of the said James R. Kingsley, and was subscribed thereto by like order of the board of directors, and in the presence of him the said Henry B. Platt.

JAMES T. CRANE,
Notary Public, New York County.

At a regular and lawful meeting of the board of directors of the Fidelity and Deposit Company of Maryland, at which a quorum was present, held at the office of the company, in the city of Baltimore, State of Maryland, on the sixth day of March, 1901, on motion, it was unanimously

"Resolved, That in pursuance of section eight hundred and eleven of the Code of Civil Procedure of the State of New York, Henry B. Platt, vice-president, or George Sewell Bonner, attorney, or Frank H. Platt, Edward T. Platt, Joseph A. Flynn, Hugh M. Allwood and James R. Kingsley, attorney-in-fact of this company, in the State of New York, be and each of them is, hereby authorized and empowered to sign, execute and deliver any and all bonds or undertakings for or on behalf of this company, and to attach thereto the seal of the corporation, the same to be attested by the said George Sewell Bonner, attorney of the company, or by either one of the other persons above named, as occasion may require."

County of New York, ss:

I, James R. Kingsley, attorney-in-fact, of the Fidelity and Deposit Company of Maryland, have compared the foregoing resolution with the original thereof, as recorded in the minute book of said company, and do hereby certify that the same is a true and correct transcript therefrom, and of the whole of the said original resolution.

Given under my hand and the seal of the company, at the city of New York, this 22nd day of October, 1903.

JAMES R. KINGSLEY,
Attorney-in-fact.

(Next followed summary statement of assets and liabilities.)

State of New York, }
County of New York, } ss:

James R. Kingsley, being duly sworn, says that he is the attorney-in-fact of the Fidelity and Deposit Company of Maryland; that the foregoing is a true and correct statement of the financial condition of said company, as of December 31st, 1902, to the best of his knowledge and belief, and that the financial condition of said company is as favorable now as it was when such statement was made.

JAMES R. KINGSLEY.

Subscribed and sworn to before me, this 22nd day of October, 1903.

JAMES T. CRANE,
Notary Public, New York County.

State of New York, }
County of New York, } ss.

I, Thomas L. Hamilton, clerk of the county of New York, and also clerk of the supreme court for the said county, the same being a court of record, do hereby certify, that James T. Crane, whose name is subscribed to the certificate of the proof or acknowledgment of the annexed instrument, and thereon written, was, at the time of taking such proof or acknowledgment, a notary public in and for the county of New York,

dwelling in the said county, commissioned and sworn, and duly authorized to take the same. And further that I am well acquainted with the handwriting of such notary and verily believe that the signature to the said certificate of proof or acknowledgment is genuine.

In testimony whereof, I have hereunto set my hand and affixed the seal of the said court and country, the 22d day of Oct., 1903.

(Seal.) THOS. L. HAMILTON, Clerk.

(Endorsed:) New York supreme court, Jefferson county. Hiram Remington, plaintiff, against Central Pacific Railroad Co., defendant. Bond. I hereby approve of the within bond as to form and sufficiency of surety. Dated Oct. 26, 1903. Watson M. Rogers, J. S. C. Fidelity and Deposit Company of Maryland, 35 Wall street, New York.

XLIV.—FINAL RECORD IN EQUITY.

[District] Court of the United States, Southern District of New York.

JOHN STILES
against } In Equity.
ROBERT ROE.

The complainant in the above entitled cause filed his bill of complaint, which is hereunto annexed, on 2d day of January, one thousand eight hundred and eighty-seven, and the writ of subpœna was thereupon issued, and returned personally served.

An appearance was duly entered for the defendant by Henry Smith, his solicitor, and on the first Monday of March thereafter an answer to said bill of complaint was filed, the same being hereto annexed.

On the first Monday of April thereafter, the complainant filed a replication, the same being hereto annexed.

On the 19th day of March, one thousand eight hundred and eighty-seven, an order of the Court granting to the complainant a preliminary injunction as prayed for in the bill of complaint was filed and entered, which said order is hereunto annexed.

Testimony was thereafter taken by the respective parties, and filed in the clerk's office of the said [District] Court.

Afterwards, and at the October term of 1888 of said Court, present the Honorable Nathaniel D. Shipman, District Judge, the said cause came on to be heard on the pleadings and proofs, and was argued by counsel. On the 3d day of November, one thousand eight hundred and eighty-eight, a decree of said Court was filed and entered in favor of the complainant, by which it was adjudged that a perpetual injunction should issue against the defendant, and that an accounting be had before John A. Shields, Master of said Court; the said order being hereto annexed.

On the 9th day of June, one thousand eight hundred and eighty-nine, the said Master filed his report, upon which, and on the 11th day of October, one thousand eight hundred and eighty-nine, the said court caused its final decree to be entered herein, the same being hereto annexed.

And the costs having been taxed by the clerk at seven hundred and fifty dollars, the process, pleadings, and decrees, together with other papers filed in said cause, are duly annexed hereunto.

Wherefore let the said John Stiles recover of said Robert Roe the sum of two thousand dollars as adjudged in said final decree, together with the further sum of seven hundred and fifty dollars, the cost and charges as taxed, making in the aggregate the sum of two thousand seven hundred and fifty dollars.

Signed and enrolled this 15th day of November, A. D. 1889.

JOHN A. SHIELDS, Clerk.

FORM XLV.—DECREE FOR INJUNCTION AND ACCOUNTING IN PATENT CASE.

[Affirmed by Circuit Court of Appeals, 101 Fed. 126. *Certiorari* denied, 177 U. S. 693.]

[*District*] *Court of the United States for the District of New Jersey.*

HARRIOT H. WALES *vs.* THE WATERBURY MFG. CO.	No. 365.

At the April term of the [District] Court of the United States, for the district of Connecticut, in the second circuit, held at the United States court room in the city of New Haven, on the 12th day of May, in the year of our Lord one thousand eight hundred and ninety-four.

Present: The Hon. WILLIAM K. TOWNSEND,

District Judge.

This cause came on to be heard at the April term of the said court, in the year of our Lord one thousand eight hundred and ninety-three, and was argued by counsel, and was continued for advisement until this present term: and thereupon upon consideration thereof, it was ordered, adjudged and decreed as follows, that said letters patent number 172,527, granted and issued on the eighteenth day of January, 1876, to Sigourney Wales and Nataniel H. Furness, being the letters patent referred to in the bill of complaint herein, are good and valid as respects the first, second and third claims therein specified.

That the said Sigourney Wales was the first and original inventor and discoverer of the improvement in lever buckles, as described and claimed in claims 1, 2 and 3 in the said letters patent and the specification annexed thereto.

That Harriot H. Wales, complainant in said bill, became on or about the twenty-fifth day of November, 1879, the sole owner of said patent as alleged in said bill by an assignment duly recorded in the patent office of the United States.

That the said Waterbury Manufacturing Company, defendant herein, infringed upon claim 1, 2 and 3 of said letters patent, and upon the exclusive rights of the complainant under the same; that is to say by making, using and selling lever buckles, embodying said invention and improvement, patented as aforesaid, as charged in said bill of complaint.

And it is further ordered, adjudged and decreed, that the complainant do recover of the defendant the profits, gains and advantages which the said defendant has received or made, or which have arisen or accrued to

it by the manufacture, use or sale of sundry lever buckles and pencil-holders with lever buckles attached thereto, in violation of claims 1, 2 and 3, of said letters patent, since the fourth day of June, 1881, and that the complainant do recover the damages resulting from said infringement.

And it is further ordered, adjudged and decreed, that the said complainant do recover of the defendant her costs and charges and disbursements in this suit to be taxed.

And it is further ordered, adjudged and decreed, that it be referred to E. F. Marvin, a commissioner of this court, residing in the city of Hartford, as master *pro hac vice*, his experience in such matters being found by the court a sufficient reason for such appointment, to ascertain and take, and state, and report to the court an account of the number of lever buckles, embodying said invention and improvement as described and secured in claims 1, 2 and 3 of said letters patent made, used or sold by said defendant, and also the gains, profits and advantages which the said defendant has received, or which have arisen or accrued to it, since the fourth day of June, 1881, from infringing the said exclusive rights of the said complainant, by the manufacture, use or sale of the said improvement in lever buckles described and secured by claims 1, 2 and 3, in said letters patent, and the damages which the complainant has suffered by said infringement.

And it is further ordered, adjudged and decreed, that the complainant on such accounting have the right to cause the examination of the officers of said defendant corporation, *ore tenus* or otherwise, and also the production of the books, vouchers and documents of said defendant, and that the officers of said defendant corporation attend for such purpose, before said master, from time to time as said master shall direct.

And it is further ordered, adjudged and decreed, that a perpetual injunction be issued in this suit against the said defendant, restraining it, its agents, clerks, servants, and all claiming or holding under or through it, from making or selling, or in any way disposing of lever buckles, embracing the invention or improvement described in claims 1, 2 and 3 of said letters patent, pursuant to the prayer of the said bill of complaint.

W. K. Townsend, U. S. District Judge.

DECREE.

FORM XLVI.—[Drafted by the Author. Affirmed by C. C. A., 144 Fed. 679. Certiorari denied in 202 U. S. 619.]

United States District Court, Southern District of New York.

Christian Dancel and Mary Dancel, as Administrators of the Goods, Chattels, and Credits of Christian Dancel, Deceased, Plaintiffs,

against

Goodyear Shoe Machinery Company of Portland, Maine, Defendant.

This cause duly came on to be heard at this term on the bill, answer, replication and proofs; and was argued by counsel. And it appearing to the Court, that on January 2nd, 1892, the Goodyear Shoe Machinery Com-

pany of Hartford, Connecticut, duly entered into a contract with Christian Dancel, wherein in consideration of the assignment to said company by said Dancel of letters patent of the United States, dated September 8th, 1891, and numbered 459,036, and of his interest in certain other letters patent and other valuable considerations said comany agree to pay to said Dancel in each year while the said letters patent number 459,036 remained in force as a valid patent the sum of Five thousand dollars in equal monthly installments of four hundred and sixteen and two-thirds dollars ($416.66⅔); and that said letters patent number 459,036 remains in force as a valid patent and its term expires September 8th, 1908; and that on March 9th, 1898, the said Goodyear Shoe Machinery Company of Hartford, Connecticut, duly assigned, transferred and set over unto the defendant, the Goodyear Shoe Machinery Company of Portland, Maine, which has since changed its name to the United Shoe Machinery Company of Maine, the said letters patent number 459,036, the other patents mentioned in said contract with said Dancel and all other property and assets of said Connecticut Company, all of which patents, property and assets said defendant took into its possession on said day; and that on March 9th, 1893, the said defendant then assumed and promised to pay all the obligations and contracts of said Connecticut Company, including all the obligations of said Connecticut Company under said contract with the said Dancel; and that said defendant duly paid the said yearly sum in the said monthly installments to said Dancel during his life and until his death and after his death paid the installment due under said contract for October 31st, 1898, and since then has refused to pay any further installments under said contract; and that said Dancel departed this life in the County of Kings, State of New York, where he then resided on the 12th day of October, 1898, and on October 26th, 1898, letters of administration upon his estate were duly issued to the above named complainants Christian Dancel and Mary Dancel by the Surrogate of the County of Kings in the State of New York, a Court of competent jurisdiction; and they have duly qualified as such administrators and are now acting as such; and that the said defendant is a foreign corporation organized under the laws of the State of Maine and has transferred all its property in the State to another foreign corporation, the United Shoe Machinery Company of New Jersey, which was organized under the laws of the State of New Jersey. Thereupon, on motion of J. Philip Berg, solicitor for complainants, it is ordered, adjudged and decreed, that the Court has jurisdiction of this cause in equity, and that the assumption of the same is not in violation of Article 3, Section 2 of the Constitution of the United States, and it is further

Ordered, adjudged and decreed, that the said contract so entered into between the said Christian Dancel and the said Goodyear Shoe Machinery Company of Hartford, Connecticut in January 2nd, 1892, and assumed by the defendant aforesaid, be specifically performed by said defendant, formerly named the Goodyear Shoe Machinery Company of Portland, Maine, and now named The United Shoe Machinery Company of Maine, by the payment by said defendant to the complainants herein, Christian Dancel and Mary Dancel, as administrators of Christian Dancel, deceased,

of the amount of $416.66⅔ on the last day of each month from and including November 30th, 1898, to and including August 31st, 1908, with interest at the rate of six per cent. a year from the end of each such month until the date of payment; and also on September 8th, 1908, the additional sum of $111.04, provided however, that should said letters patent of the United States, numbered 459,036, hereafter cease to remain in force as a valid patent, then the liability of said defendants to pay the installments under said contract subsequently maturing shall cease and that said defendant further pay to complainants the costs of this suit, as taxed by the Clerk; and the costs of said complainants having been duly taxed at the sum of $423.72, now, therefore, it is further

Ordered, adjudged and decreed, that the complainants, Christian Dances and Mary Dancel, administrators of the estate of Christian Dancel, deceased, recover of the defendant the United Shoe Machinery Company of Maine, formerly named the Goodyear Shoe Machinery Company of Portland, Maine, the sum of $416.66⅔, with interest from November 30th, 1898, which interest amounts to $156.25; and the further sum of $416.66⅔ with interest from December 31st, 1898, which interest amounts to $154.17; and the further sum of $416.66 with interest from January 31st, 1899; which interest amounts to $150.09; and the further sum of $416.66⅔ with interest from February 28th, 1899, which interest amounts to $150; and the further sum of $416.66⅔ with interest from March 31st, 1899, which interest amounts to $147.92; and the further sum of $416.66⅔ with interest from April 30th, 1899, which interest amounts to $145.84; and the further sum of $416.66⅔ with interest from May 31st, 1899, which interest amounts to $143.75; and the further sum of $416.66⅔ with interest from June 30th, 1899, which interest amounts to $141.67; and the further sum of $416.66⅔ with interest from July 31st, 1899, which interest amounts to $139.59; and the further sum of $416.66⅔ with interest from August 31st, 1899, which interest amounts to $137.50; and tthe further sum of $416.66⅔ with interest from September 30th, 1899, which interest amounts to $135.42; and the further sum of $416.66⅔ with interest from October 31st, 1899, which interest amounts to $137.50; and the further sum of $416.66⅔ with interest from November 30th, 1899, which interest amounts to $131.25; and the further sum of $416.66⅔ with interest from December 31st, 1899, which interest amounts to $129.17; and the further sum of $416.66⅔, with interest from January 31st, 1900, which interest amounts to $127.09; and the further sum of $416.66⅔, with interest from February 28th, 1900, which interest amounts to $125.00, and the further sum of $416.66⅔, with interest from March 31st, 1900, which interest amounts to $122.92; and the further sum of $416.66⅔, with interest from April 30th, 1900, which interest amounts to $120.84; and the further sum of 4$16.66⅔, with interest from May 31st, 1900, which interest amounts to $118.75; and the further sum of $416.66⅔, with interest from June 30th, 1900, which interest amounts to $116.67; and the further sum of $416.66⅔, with interest from July 31st, 1900, which interest amounts to $114.59; and the further sum of $416.66⅔, with interest from August 1900, which interest amounts ttot t$112.50; and the further sum of $416.66⅔, with interest from September 30th, 1900, which interest amounts

to $110.42; and the further sum of $416.66⅔, with interest from October 31st, 1900, which interest amounts to $112.50; and the further sum of $416.66⅔, with interest from November 30th, 1900, which interest amounts to $106.25; and the further sum of $416.66⅔, with interest from December 31st, 1900, which interest amounts to $104.17; and the further sum of $416.66⅔, with interest from January 31st, 1901, which interest amounts to $102.09; and the further sum of $416.66⅔ with interest from February 28th, 1901, which interest amounts to $100.00; and the further sum of $416.66⅔ with interest from March 31st, 1901, which interest amounts to $97.92; and the further sum of $416.66⅔ with interest from April 30th, 1901, which interest amounts to $95.84; and the further sum of $416.66⅔ with interest from May 31st, 1901, which interest amounts to $93.75; and the further sum of $416.66⅔ with interest from June 30th, 1901, which interest amounts to $91.67; and the further sum of $416.66⅔ with interest from July 31st, 1901, which interest amounts to $89.59; and the further sum of $416.66⅔ with interest from December 31st, 1901, which interest amounts to $87.50; and the further sum of $416.66⅔ with interest from September 30th, 1901, which interest amounts to $85.42; and the further sum of $416.66⅔ with interest from October 31st, 1901, which interest amounts to $83.34; and the further sum of $416.66⅔ with interest from November 30th, 1901, which interest amounts to $81.25; and the further sum og $416.66⅔ with interest from December 31st, 1901, which interest amounts to $79.17; and the further sum of $416.66⅔ with interest from January 31st, 1902, which interest amounts to $77.09; and the further sum of $416.66⅔ with interest from February 28th, 1902, which interest amounts to $75.00; and the further sum of $416.66⅔ with interest from March 31st, 1902, which interest amounts to $72.92; and the further sum of $416.66⅔ with interest from April 30th, 1902, which interest amounts to $70.84; and the further sum of $416.66⅔ with interest from May 31st, 1902, which interest amounts to $68.75; and the further sum of $416.66⅔ with interest from June 30th, 1902, which interest amounts to $66.67; and the further sum of $416.66⅔ with interest from July 31st, 1902, which interest amounts to $64.59; and the further sum of $416.66⅔ with interest from August 31st, 1902, which interest amounts to $62.50; and the further sum of $416.66⅔ with interest from January 31st, 1903, which interest amounts to $60.42; and the further sum of $416.66⅔ with interest from October 31st, 1902, which interest amounts to $58.34; and the further sum of $416.66⅔ with interest from November 30th, 1902, which interest amounts to $65.25; and the further sum of $416.66⅔ with interest from December 31st, 1902, which interest amounts to $54.17; and the further sum of $416.66⅔ with interest fro January 31st, 1903, which interest amounts to $52.09; and the further sum of $416.66⅔ with interest from February 28th, 1903, which interest amounts to $50.00; and the further sum of $416.66⅔ with interest from March 31st, 1903, which interest amounts to $47.92; and the further sum of $416.66⅔ with interest from April 30th, 1903, which interest amounts to $45.94; and the further sum of $416.66⅔ with interest from May 31st, 1903, which interest amounts to $43.75; and the further sum of $416.66⅔ with interest from June 30th, 1903, which interest amounts to $41.67; and the further sum of $416.66⅔ with interest

from July 31st, 1903, which interest amounts to $39.50; and the further sum of $416.66⅔ with interest from August 31st, 1903, which interest amounts to $37.50; and the further sum of $416.66⅔ with interest from September 30th, 1903, which interest amounts to $35.42; and the further sum of $416.66⅔ with interest from October 31st, 1903, which interest amounts to $33.34; and the further sum of $416.66⅔ with interest from November 30th, 1903, which interest amounts to $31.25; and the further sum of $416.66⅔ with interest from December 31st, 1903, which interest amounts to $29.17; and the further sum of $416.66⅔ with interest from January 31st, 1904, which interest amounts to $27.09; and the further sum of $416.66⅔ with interest from February 29th, 1904, which interest amounts to $25.00; and the further sum of 416.66⅔ with interest from March 31st, 1904, which interest amounts to $22.92; and the further sum of $416.66⅔ with interest from April 30th, 1904, which interest amounts to $20.84; and the further sum of $416.66⅔ with interest from May 31st, 1904, which interest amounts to $18.75; and the further sum of $416.66⅔ with interest from June 30th, 1904, which interest amounts to $16.67; and the further sum of $416.66⅔ with interest from July 31st, 1904, which interest amounts to $14.59; and the further sum of $416.66⅔ with interest from August 31st, 1904, which interest amounts to $12.50; and the further sum of $416.66⅔ with interest from September 30, 1904, which interest amounts to $10.42; and the further sum of $416.66⅔ with interest from October 31st, 1904, which interest amounts to $8.34; and the further sum of $416.66⅔ with interest from November 30th, 1904, which interest amounts to $6.25; and the further sum of $416.66⅔ with interest from December 31st, 1904, which interest amounts to $4.17; and the further sum of $416.66⅔ with interest from January —, 1905, which interest amounts to $2.09; and the further sum of $416.66⅔ due February 28th, 1905. In the aggregate $37,604 39/100 *Dollars*, together with the said costs of $423 72/100 *dollars*, making a total of $38,028 11/100.

And that the complainants above named may have an execution to collect the said sum of $38,028 11/100 from the said defendant, the Goodyear Shoe Machinery Company of Portland, Maine, otherwise known as the United Shoe Machinery Company of Maine; and it is further

Ordered, adjudged and decreed, that hereafter, in case upon or before the last day of any succeeding month prior to August 31st, 1908, provided that the said letters patent of the United States number 459,036, then still remain in force as a valid patent, said defendant shall omit to pay the said complainants or to the successors of the said complainants said sum of $416.66⅔; and also in case on September 8th, 1908, said defendant fail to pay the said complainants or their successors the further sum of $111.04, then immediately upon and after each such default and failure to pay any said sum as aforesaid, said complainants or their successors may apply to this Court at the foot of this decree upon four days' notice to Edward H. Childs, Esq., the solicitor who appeared for said defendants in this suit at his office, number 59 Wall Street, in the Borough of Manhattan, City and County of New York, or at such other office or address as the said defendant may subsequently by notice in writing to the complainants select in this State, for judgment for all and for any of the installments under said

contract which are then unpaid with interest to the date of payment and the cost of each such application, and it is further

Ordered, adjudged and decreed, that either party may apply at the foot of this decree for further relief not inconsistent with that previously awarded upon notice in writing addressed to the solicitor who has appeared for the opposite party at his present office, or at such other address as either party may hereafter notify the other party in writing that he, she, it or they select for that purpose.

Dated New York, February 28th, 1905.

Enter on Febr'y 28, 1905.

JOHN R. HAZEL, U. S. D. J.

FORM XLVII.—BILL OF EXCEPTIONS.

[Copied from Heidritter v. Elizabeth Oil Cloth Co., 112 U. S. 294.]

[*District*] *Court of the United States, District of New Jersey.*

AUGUST HEIDRITTER *vs.* THE ELIZABETH OIL CLOTH COMPANY.	In Ejectment.

Be it remembered that afterward, to wit, on the fifth day of May, in the year of our Lord one thousand eight hundred and eighty, at a stated term of the said court begun and holding in Trenton in and for the District of New Jersey, before his Honor, John T. Nixon, District Judge, the issue joined in the above stated cause between the said parties (*pro ut* the pleadings) came on to be tried before the said judge without the intervention of a jury, the parties aforesaid by their counsel having, according to the statute in such case made and provided, waived a jury; the plaintiff being represented by Edward A. Day, Esquire, his attorney, and William H. Corbin, Esquire, of counsel; and the defendant by William R. Wilson, Esquire, its attorney, and Benjamin Williamson, J. Tredwell Richards, and Alfred S. Brown, of counsel; and upon the trial of that issue the attorneys of the said August Heidritter, plaintiff, to maintain and prove the said issue on his part (it first having been admitted by the counsel for the said defendant that the erection of the building upon the premises in controversy, and for the erection of which the mechanic's lienors mentioned in plaintiff's bill of particulars supplied materials, was commenced June 25th, 1872) offered in evidence the following deeds and records, viz.:—

An exemplified copy of the following deed, viz.: Edward G. Brown and wife to Charles L. Sicher, war. deed, dated August 20, 1872; received August 20, 1872; in Book 73 of Deeds for Union Co., pp. 10, etc., conveys premises in controversy.

An exemplified copy of the judgment roll in the following cases, viz.: In the office of the clerk of the County of Union; August Heidritter v. Charles L. Sicher, builder and owner; lien claim and judgment; (*pro ut* the same.)

An exemplified copy of the judgment roll in the following case, viz.: In the office of the clerk of the County of Union; Ferdinand Blancke and others, partners, etc., as Ferdinand Blancke v. Charles L. Sicher, builder and owner; lien, claim, and judgment; (*pro ut* the same.)

An exemplified copy of the following deed, viz.: Seth B. Ryder, sheriff, to August Heidritter, deed dated September 24th, 1873; received December 1, 1873; in Book 84 of Deeds for Union Co., p. 582, conveys the premises in controversy under and by virtue of the judgment and executions in the two cases last above named; (*pro ut* the same.)

Also certain other deeds and records by which a four-thirteenths interest in the premises in question was conveyed away by the said plaintiff, and subsequently thereafter reconveyed to him.

And thereupon said plaintiff rested his case.

Whereupon the attorneys for the said The Elizabeth Oil Cloth Company, the defendant, to maintain and prove the said issue on its part, called as a witness John C. Baily, who being duly sworn, testified among other things as follows:—

"I was United States deputy marshal for the district of New Jersey in 1873, under Samuel Plummer, United States marshal, and as such took possession of the premises in controversy, among other things, in the condemnation or forfeiture proceeding brought by the United States against Charles L. Sicher for illicit distilling, in February, 1878, and held such position until the sale of the premises was made by the United States marshal to Edward G. Brown. While in possession of said premises, a gentleman came there whose name and appearance I cannot remember, and told me that he had a claim against the premises."

Whereupon the counsel for the plaintiffs did then and there insist before the said judge that the said testimony should not be allowed, on the ground that the same was incompetent, irrelevant and immaterial, and prayed the said court not to admit and allow the same; and the said judge did then and there allow and admit the said testimony to be introduced. Whereupon the counsel for the said plaintiff did then and there propose his aforesaid objection to the ruling of the said court, and prayed that this bill of exceptions might be sealed, and it is sealed accordingly.

JNO. T. NIXON, J. [L.S.]

And thereupon under the above ruling the witness further testified:

"I told the gentleman that the place for him to go and defend his claim was at Trenton, and told him also of the notice, viz.: the procla-

mation, which had been set up; I also published that notice in the Jersey City Times.

"I saw the same gentleman on the day of sale. He was with Mr. M. E. G. Brown, and I had conversation with them both there."

And being cross-examined, said:—

"I remember that there was an announcement made at the marshal's sale in regard to certain lien claims on the premises. A paper relating to said claims was also served upon me. Mr. Alward appeared as the attorney for the lien claimants on that day."

And thereupon the counsel for the defendant offered in evidence the following records, viz.:—

An exemplified copy of the following deed, viz.: Edward G. Brown and wife, to Charles L. Sicher, war. deed, dated August 20, 1872; received August 20, 1872; in Book 73 Deeds for Union Co., pp. 10, etc., conveys the premises in question.

The record in full of the decree and proceedings in the following case, viz.: U. S. District Court, District of New Jersey; the United States of America v. Eighty-nine Hogsheads of Molasses, etc.; (*pro ut* the same.)

And also an exemplified copy of the following deed, viz.: Samuel Plummer, U. S. marshal, to Edward G. Brown; deed dated May 29, 1873; received June 7, 1873; in Book 81 of Deeds for Union Co., pp. 301, etc.; conveys the premises in controversy under and by virtue of the decree and execution in the last above case; (*pro ut* the same.)

Whereupon the counsel for the said plaintiff then and there, and in each instance on the production thereof, interposed and insisted that the said evidence so offered to be given by the defendant, to wit, the decree and proceedings on forfeiture and the deed of the United States marshal to Brown thereunder, was not good or admissible at law upon the issue aforesaid, and ought not to be admitted in bar of plaintiff's title to the premises in controversy, for the reason that the plaintiff's title acquired under the mechanic's lien proceedings, as aforesaid, was by law prior to the title of the said defendants acquired under the said condemnation proceedings; also for the reason that the said condemnation proceedings in no wise condemned or forfeited the interests of the said lienors in said premises, and that their said interest had not been affected by said proceedings; also for the reason that by the several acts of Congress, and the supplements thereto under which said proceedings were had and maintained, only the right, title, and interest of the said Charles L. Sicher in the premises could have been seized and condemned to be forfeited, and that the interests of the said lienors could have in no wise been affected thereby, and also as only the interest of said Sicher in the premises had been seized and condemned, said Brown acquired only that interest at the marshal's sale, and took his title, therefore, subject to the mechanic's liens on the premises; also for the reason that as under the laws of New Jersey the title of the said plaintiff to the premises upon the sale to him by the sheriff of Union county reverted back to the date of the commencement of the buildings, viz.: June 25, 1872, long prior to the time when the business of distilling was carried on by the said Sicher on the premises, and long prior to the time when the United States acquired its lien there-

to, the said condemnation proceedings were ineffectual to cut off or affect said plaintiff's title; also for the reason that by the acts of Congress, and the supplements thereto, under which said proceedings were had, only the right, title and interest of Charles L. Sicher in the premises, and the right, title and interest of every person who knowingly suffered and permitted the business of a distillery to be there carried on, or who connived at the same, could be forfeited to the United States, and no proof has been made, either in the condemnation proceedings or in the trial of this cause, that the lienors had knowingly suffered and permitted the business of a distillery to be carried on on the premises, or that they had connived at the same, and therefore that the interests of such lienors had not been forfeited to the United States and were not affected by the decree; also for the reason that the district court never had jurisdiction to pronounce the said decree in that the United States internal revenue collector had not seized the said premises prior to the filing of the information; also for the reason that the information did not pronounce in distinct articles the causes of forfeiture, and did not aver that the same were contrary to the form of the statutes in such case made and provided, and that the allegations therein did not conform strictly to the statutes under which the proceedings were had, and therefore the said decree was void and no title could be acquired thereunder; also for the reason that the said decree was void in that the court in said proceedings did not have proof made of the allegations in the libel of information, and therefore said Brown acquired no title to the premises in question, and also on the ground that by the terms of said deed all that said Brown acquired was the right, title and interest of said Sicher of, in, and to the premises in controversy, and therefore took the same subject to said mechanic's liens.

But his honor, the said judge, held and affirmed that the said evidence so offered to be given by the defendant, as aforesaid, was good and admissible in law, and thereupon the same was read and given in evidence. To which ruling of his honor, the said judge, the plaintiff then and there prayed a bill of exceptions, and his honor, the said justice, sealed the exception accordingly.

JNO. T. NIXON, J. [L.S.]

And thereupon the said defendant, further to prove and maintain the said issue on its part, offered in evidence certain records and mesne conveyances by which the title to the premises in controversy passed from said Brown and became finally vested in the said defendant; and thereupon the said defendant, further to prove and maintain the said issue on its part, called as a witness—

Edward G. Brown, who, being duly sworn, testified, among other things, as follows:

"I have heard the testimony of the witness, John C. Bailey, in reference to the gentleman who was present with me at the marshal's sale; that gentleman was Frederick L. Heidritter, a son of the plaintiff."

Whereupon the counsel for the plaintiff then and there objected to the admission of the said testimony, for the reason that the same was in-

competent, immaterial, and irrelevant, and the said judge did then and there allow and admit the said testimony to be introduced.

Whereupon the counsel for the said plaintiff did then and there propose his aforesaid objection to the ruling of the said court, and prayed that his bill of exception might be sealed, and it is sealed accordingly.

JNO. T. NIXON, J. [L. S.]

Thereupon, under the above ruling, this witness further testified, and being cross-examined, said:

"I remember a paper being read at the sale; Mr. Alward was present; the paper was in regard to certain lien claims on the seized premises; also had a conversation with said Frederick L. Heidritter in relation to the liens; I knew at the time I purchased the premises, at said sale, of the existence of the liens."

And thereupon the defendant, further to prove and maintain the issue on its part, called—

James Ray, who, being duly sworn, testified, among other things, as follows:—

"I am a government storekeeper, and remember the seizure of the premises in controversy. I saw Mr. Frederick L. Heidritter at the distillery shortly after the seizure."

Whereupon the counsel for plaintiff did then and there object to the admission of the testimony, and insisted that the same be not allowed in evidence, for the reason that it was incompetent, immaterial, and irrelevant, and his honor, the said judge, then and there admitted and allowed the said testimony to be introduced.

Whereupon the counsel for the said plaintiff did then and there propose his aforesaid objection to the ruling of the said court, and prayed that his bill of exception might be sealed, and it was sealed accordingly.

JNO. T. NIXON, J. [L. S.]

Thereupon under the above ruling, the witness testified further, as follows:

"Said Heidritter said he had a claim against the building, and that he thought his claim came in ahead of the government. He wanted permission to put a paper on the building, and he did post such a paper."

And being cross-examined, said:—

"That paper was the same as was read at the sale."

And said defendant, further to prove and maintain the issue on its part, called as a witness—

Frederick L. Heidritter, who, being duly sworn, among other things, said:—

"I reside and do business at Elizabeth; I am a lumber dealer, and am now a partner of my father, the plaintiff in this case. I have been connected with my father's business for fifteen years last past, and was in business with him at the time of the seizure, and was then his managing clerk."

Whereupon the counsel for the plaintiff did then and there interpose and object to the admission of said testimony, for the reason that the same was immaterial and irrelevant, and the said judge did then and there allow and admit the said testimony to be introduced.

Whereupon the counsel for the said plaintiff did then and there propose his aforesaid objection to the ruling of the said court, and prayed that his bill of exception might be sealed, and it is sealed accordingly.

JNO. T. NIXON, J. [L. S.]

And said witness, being cross-examined, said:—

"The building seized was the same for which the materials were supplied by my father, and mentioned in the lien claims."

And thereupon the defendant closed its case, and this concluded the testimony in the case.

FORM XLVIII.—WRIT OF CERTIORARI.

In the Supreme Court of the District of Columbia the 2d day of June, 1887.

FRANCIS A. WOOD *vs.* THE DISTRICT OF COLUMBIA.	At Law, No. 27,832, Certiorari.

The President of the United States, to the Supreme Court of the District of Columbia, GREETING:

For sufficient reasons shown by the petition in this case you are hereby commanded to certify and send to this court, immediately, your proceedings therein, with all things touching the same, as fully and as entirely as it remains before you, by whatsoever names the parties may be called in said proceedings, together with this writ, that said court may cause to be done what of right ought to be done in the premises.

Witness: E. F. BINGHAM,
Chief Justice.

[SEAL.] R. J. MEIGS, Clerk.
By J. R. YOUNG, Assistant Clerk.

FORM XLIX.—PETITION FOR WRIT OF HABEAS CORPUS.

[From record in 196 Fed. 168.]

To the honorable the district court of the United States in and for the southern district of New York in the second judicial circuit:

The petition of Walter Konrad Geissler respectfully shows:

I. Your petitioner is a resident of the City, County and State of New York, in this circuit and district.

II. Your petitioner is now actually imprisoned and restrained of his liberty and detained by color of the authority of the United States in the custody of William Henkel, Esq., United States marshal in and for the southern district of New York, to wit., at the Borough of Manhattan of the City of New York in the said district.

III. The sole claim and sole authority by virtue of which the said William Henkel, marshal as aforesaid, so restrains and detains your peti-

tioner, is a certain paper which purports to be a commitment in writing, a copy of which is hereunto annexed marked "A."

IV. Upon information and belief, the said commitment was issued by Thomas Alexander, Esq., a United States Commissioner, in certain proceedings instituted on behalf of the Empire of Germany under color of the treaty between the United States and the Kingdom of Prussia and other states of the Germanic Federation, upon a charge that your petitioner had committed the crime of forgery within the jurisdiction of the Kingdom of Saxony.

V. Your petitioner did not commit the crime of forgery within the jurisdiction of the Kingdom of Saxony and your petitioner has not committed the crime of forgery anywhere.

VI. Upon information and belief, the warrant which was the foundation of said extradition proceedings before said Commissioner did not state any facts which constituted the crime of forgery within the meaning of said treaty, nor within the common law definition of said crime, nor within the statutes of the State of New York defining said crime, nor within the definition of said crime by the statutes in force in the Kingdom of Saxony at the time when said crime of forgery was alleged in said warrant to have been committed.

VII. Upon information and belief, the evidence before said Commissioner did not show any facts which constituted the crime of forgery within the meaning of said treaty, nor within the common law definition of said crime, nor within the statutes of the State of New York defining said crime, nor within the definition of said crime by the statutes in force in the Kingdom of Saxony at the time when said crime of forgery was alleged to have been committed.

VIII. Upon information and belief, in the said proceedings before said commissioner and said commissioner permitted to be offered before him and admitted in evidence against your petitioner, certain documents and exhibits and other papers, which, and each of which, under the provisions of said treaty, were not admissible in evidence against your petitioner, and which, and each of which, under the statutes of the State of New York, were not admissible in evidence against your petitioner, and which, and each of which, under the statutes of the United States, were not admissible in evidence against your petitioner, and the admission in evidence of which, and of each of which, was in violation of the Constitution of the United States and did not constitute due process of law. Amongst other exhibits thus admitted in evidence by said commissioner was and were a certain exhibit which purported to be a photograph, and certain exhibits which purported to be copies of checks, and certain exhibits which purported to be copies of papers, the originals of which alleged checks and papers were not produced before said commissioner and the originals of which documents were not produced before said commissioner.

IX. Upon information and belief, in the said proceedings before said commissioner the said commissioner allowed to be offered in evidence against your petitioner and admitted in evidence against your petitioner, certain papers purporting to be depositions, taken in the Empire of Germany, which papers were not properly nor legally authenticated in

pursuance of the said treaty, and which papers were not properly and legally authenticated in pursuance of the statutes of the United States, and which papers were not properly and legally authenticated in pursuance of the statutes of the State of New York, and which papers did not show that the proceedings that resulted in the taking of said alleged depositions were valid and in accordance with the statutes in force in the Empire of Germany, under color of which said proceedings took place.

X. Upon information and belief, in the said extradition proceedings the said commissioner denied to your petitioner a due hearing and denied to your petitioner due process of law in the said respects and in many other respects, and your petitioner was denied the right to be confronted with the witnesses against him, which was secured to your petitioner by the Sixth Amendment of the Constitution of the United States, and your petitioner was denied either rights under the Constitution of the United States, and your petitioner was denied the rights secured by the said treaty, and the construction of the said treaty was drawn in question in the course of said proceedings.

XI. Upon information and belief, the said proceedings before said commissioner were for these and other reasons absolutely void, and the said commitment is absolutely void, and your petitioner is now confined and deprived of his liberty in violation of the Constitution of the United States and in violation of the statutes of the United States and in violation of the rights secured to your petitioner by said treaty.

WHEREFORE your petitioner prays that a writ of habeas corpus may issue directed to the said William Henkel, marshal of the United States, and to each and all of his deputies, requiring him and them to bring and have your petitioner before this court at a time to be by this court determined, together with the true cause of the detention of your petitioner, to the end that due inquiry may be had in the premises; and that a writ of certiorari may at the same time issue directed to the said Thomas Alexander, Esq., United States commissioner for the southern district of New York and commissioner under the laws of the United States concerning the extradition of fugitives from the justice of a foreign country under a treaty between the United States and a foreign country, directing him to certify to this court all the proceedings that took place before him and all the evidence that was offered before him in the said proceedings which resulted in the issue of the said commitment; and that this court may proceed in the summary way to determine the facts of this case in that regard and the legality of your petitioner's impairment, restraint and detention, and thereupon to dispose of your petitioner as law and justice may require. And your petitioner will ever pray, &c.

Dated, at the City of New York, the 9th day of March, 1912.

ROGER FOSTER,
Attorney for the Petitioner,
55 Liberty Street,
New York.

City, County and State of New York,
United States of America,
Southern District of New York. } ss.:

Walter Konrad Geissler, being duly sworn, deposes and says: I am the petitioner above-named. I have read the foregoing petition and I know the contents thereof. The same is true to my own knowledge, except as to the matters therein stated to be alleged upon information and belief, and as to these matters I believe tthe same to be true. The said petition and each part thereof is true to the best of my knowledge, information and belief. No previous application for the writ of habeas corpus and no previous application for the writ of certiorari has been made.

Walter Konrad Geissler.

Sworn to before me this 9th day of March, 1912.

Charles J. Volpe,
Notary Public,
[Notarial Seal.] New York County.

FORM L.—WRIT OF HABEAS CORPUS.

The President of the United States to William Henkel, Esq., United States marshal for the southern district of New York, Greeting:

We command you that you have the body of Walter Konrad Geissler, by you imprisoned and detained, as it is said, together with the time and cause of such imprisonment and detention, by whatsoever name he shall be called or charged, before the District Court of the United States in and for the Southern District of New York in the Second Circuit, at a stated term thereof, to be held on the 15th day of March, 1912, at 10:30 o'clock in the morning of that day or as soon thereafter as counsel can be heard, to do and receive what shall then and there be considered concerning the said Walter Konrad Geissler, and have you then and there this writ.

Witness, the Hon. George C. Holt,
U. S. District Judge, Southern District of New York.

The 9th day of March, 1912.

Thomas Alexander,
[Seal.] Clerk of the District Court of the United States for the Southern District of New York.

The foregoing writ is hereby allowed.

New York, March 9th 1912.

Learned Hand,
United States District Judge.

FORM LI.—WRIT OF CERTIORARI.

The President of the United States to Thomas Alexander, Esq., United States Commissioner for the southern district of New York, and duly appointed and authorized by the District Court of the United States for the Southern District of New York to act as Commissioner under the laws of the United States concerning the extradition of fugitives from the justice of a foreign country under a treaty between the United States and any foreign country, GREETING:

For sufficient reasons shown by the petition of Walter Konrad Geissler, sworn to on the 9th day of March, 1912, you are hereby commanded to certify and send to the District Court of the United States in and for the southern district of New York in the second circuit on the 15th day of March, 1912, at 10:30 o'clock in the morning of that day or as soon thereafter as counsel can be heard, your proceedings concerning the matters described in, and those to which reference is made in, said petition and concerning the application for the extradition of Walter Konrad Geissler, together with the testimony and other evidence offered and received before you with all things touching the same and the evidence, both oral and documentary, offered and received before you therein, as fully and as entirely as it remains before you, by whatsoever names the parties may be called in said proceedings, together with this writ, that said court may cause to be done what of right ought to be done in the premises.

Witness, the HON. GEORGE C. HOLT,
U. S. District Judge, Southern District of New York.

The 9th day of March, 1912.

THOMAS ALEXANDER,
[SEAL.] Clerk of the District Court of the United States for the Southern District of New York.

The foregoing writ is hereby allowed.

New York, March 9th, 1912.

LEARNED HAND,
United States District Judge.

FORM LII.—APPEAL AND ALLOWANCE.

District Court of the United States for the Southern District of New York.

JOHN DOE, Plaintiff, Appellant,
against
RICHARD ROE, Defendant, Respondent.

The above named plaintiff, John Doe, conceiving himself aggrieved by the order entered on December 3, 1912, in the above entitled proceeding, does hereby appeal from said order to the Supreme Court of the United States, and he prays that this his appeal may be allowed: and that a transcript of the record and proceedings and papers upon which said order

was made, duly authenticated, may be sent to the Supreme Court of the United States.

ROBERT JONES,
Attorney for Plaintiff and Appellant John Doe,
206 & 208 Broadway, New York, N. Y.

New York, January 13th, 1913.

And now, to wit: On January 14th, 1913; it is ordered that the appeal be allowed as prayed for. E. HENRY LACOMBE, Circuit Judge.

FORM LIII.—CITATION ON APPEAL.

UNITED STATES OF AMERICA, SS.

To Richard Roe, GREETING:

You are hereby cited and admonished to be and appear at the Supreme Court of the United States, to be holden at Washington, on the 15th day of February, nineteen hundred and thirteen, pursuant to an appeal, filed in the clerk's office of the District Court of the United States for the Southern District of New York, wherein John Doe is appellant and Richard Roe is respondent, to show cause, if any there be, why the judgment in the said writ of error mentioned should not be corrected, and speedy justice should not be done to the parties on that behalf.

Witness the Hon. Edward Douglass White, Chief Justice of the United States, this 16th day of January, in the year of our Lord one thousand nine hundred and thirteen.

E. HENRY LACOMBE, Circuit Judge.

FORM LIV.—WRIT OF ERROR FROM SUPREME COURT TO [DISTRICT] COURT.

UNITED STATES OF AMERICA, SS.

The President of the United States, to the Honorable the Judges of the [District] Court of the United States for the Southern District of New York, GREETING:

Because in the record and proceedings, as also in the rendition of the judgment of a plea which is in the said [District] Court, before you, or some of you, between John Stiles, plaintiff, and Richard Roe, defendant, a manifest error hath happened to the great damage of the said defendant, Richard Roe, as by his complaint appears. We being willing that error, if any hath been, should be duly corrected, and full and speedy justice done to the parties aforesaid in this behalf, do command you, if judgment be therein given, that then under your seal distinctly and openly, you send the record and proceedings aforesaid, with all things concerning the same, to the Supreme Court of the United States, together with this writ, so that you have the same at Washington, on the second Monday of October next, in the said Supreme Court, to be then and there held, that the record and proceedings aforesaid being inspected, the said Supreme Court may cause further to be done therein to correct that error, what of right, and according to the laws and customs of the United States, should be done.

Witness the Honorable Edward Douglass White, Chief Justice of the

said Supreme Court, the 14th day of September, in the year of our Lord one thousand nine hundred and thirteen.

JAMES HALL McKENNEY,
Clerk of the Supreme Court of the United States.

Allowed by
LEARNED HAND, United States District Judge.

FORM LV.—WRIT OF ERROR FROM SUPREME COURT TO CIRCUIT COURT OF APPEALS.

[From record in 144 U. S. 465.]

UNITED STATES OF AMERICA, ss.

The President of the United States, to the Honorable the Judges of the United States Circuit Court of Appeals for the Second Circuit, GREETING:

Because in the record and proceedings, as also in the rendition of the judgment of a plea which is in the said Circuit Court of Appeals, before you, or some of you, between Dominick Amato, plaintiff, and The Northern Pacific Railroad Company, defendant, a manifest error hath happened, to the great damage of the said defendant, the Northern Pacific Railroad Company, as by its complaint appears. We being willing that error, if any hath been, should be duly corrected, and full and speedy justice done to the parties aforesaid in this behalf, do command you, if judgment be therein given, that then under your seal, distinctly and openly, you send the record and proceedings aforesaid, with all things concerning the same, to the Supreme Court of the United States, together with this writ, so that you have the same at Washington, within thirty days from the date hereof, in the said Supreme Court, to be then and there held, that the record and proceedings aforesaid being inspected, the said Supreme Court may cause further to be done therein to correct that error, what of right, and according to the laws and customs of the United States should be done.

Witness the Honorable Melville W. Fuller, Chief Justice of the said Supreme Court, the twentieth day of February, in the year of our Lord one thousand eight hundred and ninety-two.

(Signed) JAMES H. McKENNEY,
Clerk of the Supreme Court of the United States.

Allowed by
(Signed) SAMUEL BLATCHFORD,
Associate Justice of the Supreme Court of the United States.

Febraury 20, 1892.

FORM LVI.—WRIT OR ERROR FROM CIRCUIT COURT OF APPEALS TO [DISTRICT] COURT.

UNITED STATES OF AMERICA, SS.

The President of the United States of America, to the Judges of the [District] Court of the United States for the Southern District of New York, GREETING:

Because in the record and proceedings, as also in the rendition of the judgment of a plea which is in the said [District] Court, before you, or some of you, between Dominick Amato, plaintiff, and the Northern Pacific Railroad Company, defendant, a manifest error hath happened, to the great damage of the said Northern Pacific Railroad Company, as is said and appears by the complaint: We, being willing that such error, if any hath been, should be duly corrected, and full and speedy justice done to the parties aforesaid in this behalf, do command you, if judgment be therein given, that then, under your seal, distinctly and openly, you send the record and proceedings aforesaid, with all things concerning the same, to the Justices of the United States Circuit Court of Appeals for the Second Circuit, at the court rooms of said court in the Post-office building in the city of New York, together with this writ, so that you have the same at the said place, before the Justices aforesaid, on the twentieth day of August next, that the record and proceedings aforesaid being inspected, the said Justices of the said Circuit Court of Appeals may cause further to be done therein, to correct that error, what of right and according to the law and custom of the United States ought to be done.

Witness, the Honorable MELVILLE W. FULLER, Chief Justice of the Supreme Court of the United States, this 27th day of July, in the year of our Lord on thousand eight hundred and ninety-one, and of the Independence of the United States the one hundred and sixteenth.

(Signed) JOHN A. SHIELDS,

[Seal of U. S. Circuit Court of Appeals.]

Clerk of the Circuit Court of Appeals for the United States of America, for the Second Circuit.

The foregoing writ is hereby allowed.

(Signed) E. HENRY LACOMBE.

FORM LVII.—WRIT OF ERROR TO STATE COURT.

UNITED STATES OF AMERICA, SS.

The President of the United States of America, to the Honorable the Judges of the Supreme Judicial Court of the Commonwealth of Massachusetts, GREETING:

Because in the record and proceedings, as also in the rendition of the

judgment of a plea which is in the said Supreme Judicial Court of the Commonwealth of Massachusetts before you, or some of you, being the highest court of law or equity of the said State in which a decision could be had in the said suit between John Doe and Richard Roe, wherein was drawn in question the validity of a treaty or statute of, or an authority exercised under, the United States, and the decision was against their validity; or wherein was drawn in question the validity of a statute of, or an authority exercised under, said State, on the ground of their being repugnant to the Constitution, treaties, or laws of the United States, and the decision was in favor of their validity or wherein was drawn in question the construction of a clause of the Constitution, or of a treaty, or statute of, or commission held under the United States, and the decision was against the title, right, privilege, or exemption specially set up or claimed under such clause of the said Constitution, treaty, statute, or commission; a manifest error hath happened to the great damage of the said Richard Roe, as by his complaint appears. We being willing that error, if any hath been, should be duly corrected, and full and speedy justice done to the parties aforesaid in this behalf, do command you, if judgment be therein given, that then under your seal, distinctly and openly, you send the record and proceedings aforesaid, with all things concerning the same, to the Supreme Court of the United States, together with this writ, so that you have the same at Washington, on the —— day of —— next, in the said Supreme Court, to be then and there held, that the record and proceedings aforesaid being inspected, the said Supreme Court may cause further to be done therein to correct that error, what of right, and according to the laws and customs of the United States, should be done.

Witness the Honorable Melville W. Fuller, Chief Justice of the said Supreme Court, the 18th day of December, in the year of our Lord one thousand eight hundred and eighty-nine.

JAMES HALL MCKENNEY,
Clerk of the Supreme Court of the United States.

Allowed by
HORACE GRAY, Justice.

FORM LVIII.—PETITION FOR WRIT OF ERROR TO STATE COURT.

[Form record in Vollkommer v. Frank, 205 U. S. 521.]

To the Honorable Melville Weston Fuller, Chief Justice of the United States; and to the Honorable Rufus W. Peckham, Associate Justice of the Supreme Court of the United States; and to the other Justices of said Honorable Courts and to the Honorable the Supreme Court of the United States:

The petition of Solon L. Frank and Samuel Frank, who reside in the City, County and State of New York, respectfully shows:

I. Heretofore and on or about the 20th day of December, 1902, an action was commenced in the Supreme Court of the State of New York

for the County of Kings by Joseph Vollsommer, Jr., as Trustee in Bankruptcy of the estate of Jacob Vogt, bankrupt, plaintiff against your petitioners Solon L. Frank and Samuel Frank, doing business as S. L. & S. Frank, and one Jacob Vogt, as defendants. The complaint in said action alleged: That on or about July 10th, 1902, said Jacob Vogt was duly adjudged an involuntary bankrupt in the United States District Court for the Eastern District of New York; that on November 12th, 1902, plaintiff was duly appointed trustee in bankruptcy of said bankrupt, and that he duly qualified as such on November 21st, 1902; that on April 16th, 1902, said Vogt delivered to your petitioners, the defendants Frank, a certain chattel mortgage on certain of the goods and chattels owned by said Vogt, to secure the payment of the sum of $8,500; that at the time of making said alleged mortgagee, said Vogt was insolvent; that said mortgage was intended to create an unlawful preference; that said mortgage was void for usury; and that said mortgage was fraudulent for the reason that it was made for an amount greatly in excess of the indebtedness owing from said Vogt to said Franks; and was intended to injure the other creditors of said Vogt. Said complaint further alleged that on June 30th, 1902, one Arthur T. Stoutenberg was appointed by the Judge of the said United States District Court, Receiver of the property of said bankrupt; that by agreement between said Franks and the petitioning creditors of said Vogt in bankruptcy, an order was made, a copy of which order was annexed to said complaint, which order directed as follows: "It is ordered, that the said temporary Receiver be and he hereby is authorized and directed to sell at public auction on Thursday, July 3rd, at 11 A. M., in the forenoon of that day, at the Auction-mart of the Fiss, Doerr & Carroll's Horse Company, on the north side of 24th Street, between Third and Lexington Avenues in the Borough of Manhattan, City of New York, and on such other and further days as the receiver may designate, notice of the time and place of this sale to be published on the 3rd day of July, in the New York Herald, a newspaper published in the County of New York, the entire plant known as Jacob Vogt's Suburban Delivery, consisting of the personal property before described, belonging to the said alleged bankrupt, free from any and all liens of any kind and nature thereon, and it is further ordered, that the expenses of said sale be deducted from the moneys derived therefrom, and it is further ordered, that said temporary Receiver be and he hereby is authorized and directed, within five days from the date of said sale to deposit in the People's Trust Company of Brooklyn, as a special fund, there to await the further order of the Court, upon due notice to all creditors who have or may hereafter appear, the proceeds resulting from the sale of said property, after the deduction of the expenses of said sale, and that the lien, if any, of the said alleged chattel mortgage of the said S. L. & S. Frank, be transferred to and attached to said special fund or deposit in lieu of, and to the same extent that it attached to the said property hereinbefore directed to be sold. It is further ordered, that the temporary Receiver be and he hereby is authorized and directed to deposit the balance of the proceeds of said sale

as part of the general fund of the estate of the alleged bankrupt." Said order was entered by the consent of the attorneys for the petitioning creditors and for the attorneys of your petitioners. Said sale took place and the net proceeds thereof were duly deposited in said Trust Company in pursuance of said order subject to the further order of said District Court of the United States.

Said Complaint prayed that the said chattel mortgage be declared null and void and be cancelled; and that the said fund, which was deposited as aforesaid under the order of said District Court of the United States in bankruptcy be declared free of the lien or incumbrance of said chattel mortgage, and free from any lien or claim by your petitioners under said mortgage or otherwise.

II. Your petitioners duly answered said complaint. The said bankrupt made a default. Subsequently, the issues raised by said pleadings came on for trial on June 16, 1903, before Mr. Justice Marean of said Supreme court of the State of New York at a special term thereof, held in the County of Kings. Upon said trial, your petitioners moved to dismiss the complaint in said action for several reasons, amongst other reasons, specifying the following: That the said Supreme Court of the State of New York had no jurisdiction because said suit was brought to determine the title to property in the possession of said District Court of the United States. Said motion to dismiss was denied and your petitioners duly excepted to the denial of said motion. Subsequently, judgment was entered in said action, which judgment provided as follows: "It is ordered, adjudged and decreed that the chattel mortgage executed and delivered by Jacob Vogt of the Borough of Brooklyn, County of Kings, to the above named defendants Solon L. Frank and Samuel Frank of the City and State of New York, April 16, 1902, to secure the sum of $8,500 with legal interest and filed in the office of the register of the County of Kings, April 18, 1902, as No. 11,230 be, and the same hereby is annuled and declared void and of no effect. That said register upon receiving a certified copy of this judgment cancel the said chattel mortgage of record and that the said chattel mortgage be and the same is hereby adjudged and declared to be no lien upon the moneys, viz., $5,481.47 deposited on July 9, 1902, by Arthur T. Stoutenburgh in the Peoples' Trust Company of Brooklyn, N. Y., under an order of the District Court of the United States for the Eastern District of New York, made July 2, 1902."

III. Thereupon, your petitioners duly excepted to said judgment and to the decision upon which the same was rendered and they duly appealed from said judgment to the Appellate Division of the Supreme Court of the State of New York for the second department. Said appeal duly came on for argument before said Appellate Division and your petitioners through their counsel duly argued that said judgment should be reversed, and that said complaint should be dismissed for the reason that the District Court of the United States for the Eastern District of New York, sitting in bankruptcy, had the exclusive right to determine the title to said fund deposited as aforesaid in pursuance to an order of said court; and for the further reason that your peti-

tioners had a contractual right under said order to have all questions concerning the right to said fund determined in said District Court of the United States, sitting in bankruptcy; and your petitioners then in said Appellate Court and previously in said court of first instance insisted that they had a title, right, privilege and immunity under the Constitution and Statutes of the United States, which relieved them from the jurisdiction of said State Court in said action; and which entitled them to have all questions concerning the title to said fund determined by the said District Court of the United States, sitting in bankruptcy.

IV. Thereafter on or about October 11, 1905, an order was entered in the office of the Clerk of said Appellate Division, which order affirmed said judgment. On the same day, a certified copy of said order together with the original papers on said appeal were entered in the office of the Clerk of the County of Kings in the State of New York. Subsequently, on October 23, 1905, a judgment for the costs taxed upon said appeal was thereupon entered in the office of the Clerk of the County of Kings, which judgment directed as follows: "Ordered and adjudged that plaintiff recover of said defendants, Solon L. Frank and Samuel Frank, doing business as S. L. & S. Frank, the sum of $149.50; and that said plaintiff have execution therefor." Said decision of said Appellate Division was unanimous.

V. The constitution and laws of the State of New York provide as set forth in section 191 of the Code of Civil Procedure, that no appeal shall be taken to the Court of Appeals of said State from a judgment of affirmance in an action to set aside a judgment, sale, transfer, conveyance, assignment or written instrument as in fraud of the rights of creditors, when the decision of the Appellate Division of the Supreme Court is unanimous, unless such Appellate Division shall certify that in its opinion a question of law is involved which ought to be reviewed by the Court of Appeals, or unless in case of its refusal to so certify, an appeal is allowed by a judge of the Court of Appeals. The decision of the Justice of said Supreme Court upon which said judgment was entered expressly stated as follows: "The grounds upon which the issues have been decided are as follows: Said mortgage was made with the intent and purpose of said Vogt and said defendants Frank to hinder, defeat, defraud and delay said Vogt's creditors." Upon the trial of said action, no evidence of usury was offered; and the contention that said chattel mortgage was void under the bankruptcy law as a preference was not raised by the plaintiff, whose only contention upon the trial was that said chattel mortgage was void as a fraud upon the rights of the creditors of said Vogt. Subsequently to said order of affirmance by said Appellate Division, your petitioners duly applied to said Appellate Division and requested said Appellate Division to certify that in its opinion, a question of law was involved in said case which ought to be reviewed by the Court of Appeals, and requested said Appellate Division to allow an appeal from said judgment to said Court of Appeals; but said Appellate Division refused to make such certification and refused to allow such appeal. Thereupon your peti-

tioners duly applied to the Honorable Edward T. Bartlett, a judge of the Court of Appeals of said State and moved before him for the allowance of an appeal to said Court of Appeals from said judgment; but on December 7, 1905, the said Judge Bartlett denied said motion.

VI. Upon said trial and upon said appeal and upon said subsequent motions, which were made in said Appellate Division and before said judge of the Court of Appeals, your petitioners duly argued and insisted and asked that said complaint should be dismissed upon the further ground that a trustee in bankruptcy could not maintain an action to set aside a chattel mortgage for fraud upon creditors in this case; in which there was no evidence that there were judgment creditors of said bankrupt represented by said trustee. Said objection made by your petitioners was overruled in all said courts. Your petitioners duly excepted to said ruling in the trial court. Your petitioners argued in said Appellate Division and before said judge of said Court of Appeals, the question of the jurisdiction of said court and of the said contractual right of your petitioners to have the questions decided by said District Court of the United States, which are hereinbefore set forth. Said decisions of said courts and judges, and of each of them, denied to your petitioners, a title, right, privilege and immunity held by your petitioners under the constitution and statutes of the United States.

Wherefore your petitioners pray that a writ of error may issue and that they may be allowed to bring up for review before the Supreme Court of the United States, the said order and judgment of said Appellate Division of said Supreme Court of the State of New York; and that your petitioners may have such other and further relief in the premises as may be just; and your petitioners will ever pray, etc.

SOLON L. FRANK.
SAMUEL FRANK.

ROGER FOSTER.
Petitioners' Attorney, 35 Wall Street, New York.
ROGER FOSTER,
Of Counsel.

STATE OF NEW YORK, } ss.
County of New York. }

Solon L. Frank, being duly sworn, deposes and says: I am one of the foregoing petitioners. The foregoing petition is true to my own knowledge except as to the matters therein stated to be alleged upon information and belief; and as to those matters I believe the same to be true.

Sworn to before me this 9th day of December, 1905.

(Seal of Isidor Mehrbach, Notary Public, New York County.)

ISIDOR MEHRBACH,
Notary Public, N. Y. Co.

Read on application for writ of error Dec. 19, 1905.

R. W. PECKHAM,
Asso. Jus. Sup. Ct. U. S.

FORM LIX.—PRAYER FOR REVERSAL.

[From record in Frank v. Vollkommer, 205 U. S. 521.]

To the Honorable the Supreme Court of the United States:

SOLON L. FRANK and SAMUEL FRANK, Doing Business as S. L. & S. FRANK, Plaintiffs in Error,
against
JOSEPH VOLLKOMMER, JR., as Trustee in Bankruptcy of the Estate of JACOB VOGT, a Bankrupt, and JACOB VOGT, Defendants in Error.

And now come Solon L. Frank and Samuel Frank, the plaintiffs in error, and pray for a reversal of the judgment of the Appellate Division of the Supreme Court of the State of New York for the Second Department in the action brought by Joseph Vollkommer, Jr., as trustee in bankruptcy of the estate of Jacob Vogt, a bankrupt, plaintiff and respondent, against Solon L. Frank and Samuel Frank, doing business under the name of S. L. & S. Frank, defendants, appellants, who were impleaded with Jacob Vogt, who made default, which judgment was entered in the office of the clerk of the County of Kings on or about the 23d day of October, 1905; and they also pray for a reversal of the order of affirmance in said action by said Appellate Division, in the office of the clerk of said Appellate Division on or about October 11, 1905; and they also pray for a reversal of the judgment in said action, of the Supreme Court of the State of New York in and for the County of Kings, entered in the office of the clerk of the County of Kings on or about July 21, 1903.

ROGER FOSTER,
Attorney for Solon L. Frank and Samuel Frank, 35 Wall Street, New York.

FORM LX.—NOTICE TO JOIN IN WRIT OF ERROR.

[From record in Frank v. Vollkommer, 205 U. S. 521.]

Supreme Court, County of New York.

JOSEPH VOLLKOMMER, JR., as Trustee in Bankruptcy of the Estate of Jacob Vogt, a Bankrupt,
against
SOLON L. FRANK and SAMUEL FRANK, doing business under the name of S. L. & S. Frank, and JACOB VOGT.

Dear Sir: Please take notice that Messrs. Solon L. Frank and Samuel Frank are about to apply to a Justice of the Supreme Court of the United States for a writ of error to review the order and judgment of

the Appellate Division, which affirmed the judgment of the Special Term herein; and that they hereby demand and request and notify you to join in the application for such writ of error.

Dated New York, December 12th, 1905.

Yours, etc., SOLON L. and SAMUEL FRANK.
By ROGER FOSTER, Their Attorney.

To JACOB VOGT.

FORM LXI.—CERTIFICATE OF QUESTION OF JURISDICTION.

[From record in Bigby v. United States, 188 U. S. 400.]

The [District] Court of the United States for the Eastern District of New York.

WILLIAM SAMUEL BIGBY
vs.
THE UNITED STATES OF AMERICA. } Certificate.

The [District] Court of the United States for the Eastern District of New York hereby certifies to the Supreme Court of the United States that on the thirtieth day of January, 1901, a judgment was entered in the above-entitled action, pursuant to the decision of said court sustaining a demurrer filed by the defendant, The United States of America, to the petition of the petitioner, William Samuel Bigby, on all the grounds specified in said demurrer, namely:

(1) That it appears upon the face of the petition that the court has no jurisdiction of the person of the defendant.

(2) That it appears upon the face of the petition that the court has no jurisdiction of the subject of the action.

(3) That it appears upon the face of the petition that it does not state facts sufficient to constitute a cause of action against the defendant. A copy of such petition and demurrer is contained in the judgment roll filed herein, to which reference is had for a more particular description thereof.

And this court further certifies that in said cause the jurisdiction of this court is in issue, and further certifies to the Supreme Court of the United States said question of jurisdiction raised by said demurrer to the petition on the grounds aforesaid, namely: The question whether a person who is not, and has not been, an employee of the United States, can sue the United States, in the [District] Court of the United States, in the district where he resides, to recover damages to the amount of ten thousand ($10,000) dollars, which damages were caused by personal injury received by said person through the negligence of an employee of the United States, while said person injured as aforesaid, was being carried on an elevator in a public building, owned and used by the United States as a postoffice and for other governmental uses and purposes, when said person entered said elevator for the purpose of

visiting the office of the United States marshal of such district on official business.

Dated Brooklyn, Jan. 31, 1901.

(The Seal of the [District] Court, Eastern District of New York.)

EDWARD B. THOMAS,
United States Judge.

FORM LXII.—SUPERSEDEAS BOND.

[District] Court of the United States of America for the Southern District of New York, in the Second Circuit.

JOHN DOE, Appellant,
against
RICHARD ROE, Respondent.

Know all men by these presents, that we, John Doe and George Palliser, both of the city, county and State of New York, are held and firmly bound unto the above-named Richard Roe in the sum of two hundred and fifty dollars, to be paid to the said Richard Roe, for the payment of which well and truly to be made, we bind ourselves, and each of us, our and each of our heirs, executors, and administrators, jointly and severally firmly by these presents. Sealed with our seals, and dated the 18th day of December, in the year of our Lord one thousand eight hundred and eighty-nine. Whereas, the above-named John Doe has prosecuted an appeal to the Supreme Court of the United States, to reverse the decree rendered in the above-entitled suit, by the Judge of the [District] Court of the United States, for the Southern District of New York:

Now, therefore, the condition of this obligation is such, that if the above named John Doe shall prosecute said appeal to effect and answer all damages and costs, if he fail to make said appeal good, then this obligation shall be void, otherwise the same shall be and remain in full force and virtue.

JOHN DOE, [L. S.]
GEORGE PALLISER. [L. S.]

Sealed and delivered, and taken and acknowledged, this 18th day of December, 1889, before me.

JOHN A. SHIELDS, U. S. Commissioner.

Approved by
E. HENRY LACOMBE, Circuit Judge.

FORM LXIII.—ASSIGNMENT OF ERRORS.

[From record in Frank v. Vollkommer, 205 U. S. 521.]

Supreme Court of the United States.

SOLON L. FRANK and SAMUEL FRANK, Doing Business Under the Name of S. L. & S. FRANK, Plaintiffs in Error,

against

JOSEPH VOLLKOMMER, JR., as Trustee in Bankruptcy of the Estate of JACOB VOGT, a Bankrupt, Defendant in Error.

And now come Solon L. Frank and Samuel Frank, plaintiffs in error, and make and file this their assignment of error.

I. The Appellate Division of the Supreme Court of the State of New York for the Second Department erred in refusing to direct a dismissal of the complaint in the action below for the reason that the Supreme Court of the State of New York had no jurisdiction of said case.

II. The Supreme Court of the State of New York for the County of Kings erred in refusing to dismiss said complaint for the same reason.

III. The said Appellate Division erred in refusing to direct the dismissal of said complaint for the reason that the plaintiff below had no right to sue to set aside a chattel mortgage in a case where he did not represent a judgment creditor of the mortgagor.

IV. The Supreme Court of the State of New York for the County of Kings erred in refusing to dismiss said complaint for the same reason

V. The said Appellate Division for the Supreme Court of the State of New York erred in refusing to set aside so much of the judgment of said Supreme Court in the County of Kings as adjudicated concerning the title to a fund, which had been deposited under an order of the District Court of the United States for the Eastern District of New York.

VI. The Supreme Court of the State of New York for the County of Kings erred in making such an adjudication.

VII. The Appellate Division of the Supreme Court of the State of New York for the Second Department erred in affirming the judgment of the Supreme Court of the State of New York for the County of Kings hereinbefore referred to.

ROGER FOSTER,
Attorney for Plaintiffs in Error, 35 Wall Street, New York.

Read on application for writ of error Dec. 19, 1905.

R. W. PECKHAM,
Asso. Jus. Sup. Ct. U. S.

FORM LXIV.—CERTIFICATE BY CLERK TO TRANSCRIPT.

UNITED STATES OF AMERICA, } ss.
Southern District of New York.}

I, John A. Shields, Clerk of the [District] Court of the United States of America, for the Southern District of New York, in the Second Circuit, by virtue of the foregoing Writ of Error, and in obedience thereto, do hereby certify, that the following pages, numbered from —— to ——, inclusive, contain a true and complete transcript of the record and proceedings had in said Court in the cause of —— ——, plaintiff in error, against —— ——, defendant in error, as the same remain of record and on file in said office.

In testimony whereof, I have caused the seal of the said Court to be hereunto affixed, at the city of New York, in the Southern District of New York, in the Second Circuit, this 11th day September, in the year of our Lord, one thousand eight hundred and ninety-one, and of the Independence of the United States the one hundred and fifteenth.

[Seal of U. S. [District] Court.] JOHN A. SHIELDS, Clerk.

FORM LXV.—CITATION ON WRIT OF ERROR.

UNITED STATES OF AMERICA, ss.

To Dominick Amato, GREETING:

You are hereby cited and admonished to be and appear at a Supreme Court of the United States, at Washington, within thirty days from the date hereof, pursuant to a writ of error, filed in the Clerk's office of the United States Circuit Court of Appeals for the Second Circuit, wherein the Northern Pacific Railroad Company is plaintiff in error, and you are defendant in error, to show cause, if any there be, why the judgment rendered against the said plaintiff in error, as in the said writ of error mentioned, should not be corrected, and why speedy justice should not be done to the parties in that behalf.

Witness, the Honorable SAMUEL BLATCHFORD, Associate Justice of the Supreme Court of the United States, this twentieth (20th) day of February, in the year of our Lord one thousand eight hundred and ninety-two.

(Signed) SAMUEL BLATCHFORD,
Associate Justice of the Supreme Court of the United States.

FORM LXVI.—PETITION FOR WRIT OF CERTIORARI TO CIRCUIT COURT OF APPEALS AND PROCEEDINGS UPON SAME.

[From record, Bleecker v. Steamship Kensington, 175 U. S. 726.]

To the Supreme Court of the United States of America.

The Petition of LIZZIE STEARNS BLEECKER and ELSIE L. BLEECKER for a Writ of *Certiorari*, directed to the Circuit Court of Appeals for the Second Circuit, to bring before the Supreme Court the case of LIZZIE STEARNS BLEECKER and ELSIE L. BLEECKER, Libelants and Appellants, *against* The Steamship "KENSINGTON," her BOILERS, ENGINES, etc.: THE INTERNATIONAL NAVIGATION COMPANY, Claimants and Appellants.	

The said petitioners respectfully show to this court as follows:

I. Your petitioners were, at the time of the commencement of this suit, citizens and residents of the State of New Jersey, and the claimant was at that time a corporation, duly organized and existing under the laws of the State of New Jersey.

II. On or about the 9th day of December, 1897, the said The International Navigation Company entered into a contract with the libelants and petitioners herein for a valuable consideration to them paid by the libelants, whereby it agreed to and with your petitioners to convey and transport the libelants from the Port of Antwerp, in the Kingdom of Belgium, to the Port of New York, in the United States of America, by the said steamship "Kensington," and by said steamship to carry and transport with safety to said Port of New York, and there deliver to the libelants, in good order and condition, the personal luggage or baggage of the libelants.

III. On or about the 11th day of December, 1897, the libelants took passage at Antwerp for New York upon said steamship "Kensington," then lying at said Antwerp, bound for said Port of New York, and, in pursuance of the terms of the contract between them and on or about said day last mentioned, delivered to the said The International Navigation Company, on board of said steamship at Antwerp, the wearing apparel and other personal baggage of libelants, to be transported as aforesaid by said steamship to said Port of New York, and there delivered to the libelants in good order and condition.

IV. Early in December, 1897, your petitioners engaged their passage from the claimant herein in Paris, France. At that time they paid part of their passage money, and received in return either a receipt or a ticket, which was not good until the balance of the purchase money was paid in Antwerp. In Antwerp they paid the balance of the purchase money. Neither of them read the ticket, and the day that they went

on board the steamer they gave it up to the paymaster (Mrs. Bleecker, p. 15, fols. 57, 58; p. 21, fols. 83, 84; Miss Bleecker, p. 26, fols. 101, 102).

Your petitioners received in Antwerp a receipt for their baggage, which they also did not read, and which acknowledges the receipt of their baggage, "weight, contents and value unknown, and shipped by the Red Star Line Steamers, subject to the conditions contained in the company's ticket and bill of lading. Red Star Line, Antwerp, December, 1897. Caisse" (p. 56, fol. 222). They were not asked concerning the value of their baggage by any agent of the ship or of the shipowners (p. 24, fol. 96). The ticket so far as is material is as follows:

"Paris, on the 2 Decr., 1897. This ticket is good for second-cabin passage of the persons named in the margin, viz., . . . by the British steamship 'Kensington' from Antwerp, on the 11th of December, 1897, at one o'clock P. M., unless prevented from unforeseen circumstances." . . . In minute type, much smaller than what preceded: "7Notice to passengers. It is a condition upon which this ticket is granted, and is mutually agreed, for the consideration aforesaid, that: . . .

"(*c*) The shipowner or agent are not under any circumstances liable for loss, death, injury or delay to the passenger or his baggage, arising from the act of God, the public enemies, fire, robbers, thieves of whatever kind, whether on board the steamer or not; perils of the seas, rivers or navigation; accident to or of machinery, boilers or steam; collisions, strikes, arrest or restraint of princes, courts of law, rulers or people, or from any act, neglect or default of the shipowner's servants, whether on board the steamer or not, or on board any other vessel belonging to the shipowner, either in matters aforesaid or otherwise howsoever. Neither the shipowner nor the agent is, under any circumstances, or for any cause whatever or however arising, liable to any amount exceeding two hundred and fifty francs for death, injury or delay of or to any passenger carried under this ticket. The shipowner will use all reasonable means to send the steamer to sea in a seaworthy state, and well-found, but does not warrant her seaworthiness.

"(*d*) The shipowner or agent shall not, under any circumstances, be liable for any loss or delay of or injury to passengers' baggage carried under this ticket beyond the sum of two hundred and fifty francs, at which such baggage is hereby valued, unless a bill of lading or receipt be given therefor and freight paid in advance on the excess value at the rate of one per cent., or its equivalent, in which case the owner shall only be responsible according to the terms of the shipowner's form of cargo bill of lading in use from the port of departure, etc. All questions arising hereunder are to be settled according to Belgian Law."

V. Said steamship sailed from said port of Antwerp with your petitioners and their baggage on board on or about the 11th day of December, 1897, for the port of New York, and where said steamship arrived in safety on or about the 23d day of December, 1897, but owing to the careless, negligent, unusual, insufficient and improper manner in which your petitioner's baggage was stored, and the careless, negligent and insufficient manner in which other merchandise in said steamship was stored, and the want of proper care on the part of the

master of said steamship, his officers and crew, and persons employed by him or them, the said personal baggage of your petitioners, which was of the value of four thousand dollars ($4,000), was in great part utterly ruined, whereby your petitioners were severally damaged in the sum of two thousand dollars ($2,000).

VI. On the 9th of February, 1898, the libel herein was filed in the office of the Clerk of the District Court of the United States for the Southern District of New York, and on the same day the above-named steamship was levied upon.

VII. The claimant The International Navigation Company interposed an answer admitting all of the matters alleged in the libel except that it agreed to transport the said luggage with safety and to deliver it in good order and condition except so far as that duty is to be implied from its engagement in the aforesaid ticket, and that the said baggage was damaged by reason of insufficient and improper stowage, and alleged in said answer that the said baggage was injured by reason of the violence of the sea and unusual weather. For a further and independent defense it alleged therein that it was a part of the contract of transportation that all questions arising under the same should be settled according to Belgium law with reference to which the alleged contract was made, and that the said alleged contract contained a provision which was alleged to be valid under the law of Belgium to the effect that the shipowner should not be liable for loss or injury to the passenger or his baggage arising from perils of the sea, rivers or navigation, or from any act, neglect or default of the shipowner's servants. And for a further, separate and partial defense the claimant alleged in said answer that in and by said contracct of transportation it was provided that the shipowner should not, under any circumstances, be liable for any loss or injury to passengers' baggage beyond the sum of two hundred and fifty francs, at which such baggage is valued, unless a bill of lading be given therefor, and freight paid in advance on the excess value of the rate of one per cent, or its equivalent, and the claimant avers that no bill of lading or receipt was given or freight paid on any value in excess of the sum of two hundred and fifty francs by the libelants or by either of them.

VIII. On the 8th day of June, 1898, the above suit came on for trial before the Honorable Addison Brown, District Judge for the Southern District of New York, who, on or about the 1st day of July, 1898, filed his decision to the following effect: That the aforesaid ticket marked "Claimant's Exhibit A" was a contract; that the baggage was damaged by the negligence of the men in charge of the ship; that the clauses of the ticket which purported to exempt the shipowner from liability did not apply, but that the clause limiting the liability to two hundred and fifty francs was applicable; and on the 29th day of October, 1899, a decree in accordance with said decision was made and entered herein awarding to your petitioners herein the sum of only $96.20, with interest and costs amounting to $51.59, making in all the sum of $151.59, instead of the sum of $4,000 with interest and costs.

Upon said trial your petitioners offered to prove the value of their

said baggage, and that the value of the baggage of each of them exceeded in value the sum of $2,000; but the said District Judge excluded the testimony so offered by your petitioners. Said judge, however, admitted testimony and evidence which showed that the value of the said baggage of each of your petitioners exceeded the sum of two hundred and fifty francs (pp. 15-17, fols. 59-66).

IX. On or about the 29th day of October, 1898, your petitioners were duly allowed by the said Honorable Addison Brown, District Judge for the Southern District of New York, an appeal from his said decree to the United States Circuit Court of Appeals for the Second Circuit, and it was ordered that a certified transcript of the record and all proceedings in the said case be forthwith transmitted to the United States Circuit Court of Appeals.

X. A certified transcript of the record and of all proceedings in the case was duly so transmitted to the said United States Circuit Court of Appeals; and on or about the 21st day of April, 1899, the appeal by your petitioners from so much of the aforesaid decree which does not award to each of your petitioners severally damages in the sum of two thousand dollars, and from that part of said decree which limits the recovery of each of your petitioners for damages to the sum of forty-eight and 10-100 dollars, came on to be heard, and together with a cross-appeal by the claimants was argued by counsel for all parties before Judges Wallace, Lacombe and Shipman. And thereafter, and on the 25th day of May, 1899, said Circuit Court of Appeals rendered and filed an opinion and decisions written by Judge Lacombe, which, among other things, held that the provisions of section 2 of the Harter Act as to the limiting of liability by bills of lading or shipping documents does not apply to passenger tickets; that a stipulation in a passenger ticket which limits the liability of the carrier for loss of baggage to two hundred and fifty francs, unless the passenger declares the value of his baggage in excess of such amount, pays for the transportation of the excess and takes a bill of lading therefor, is not so unreasonable as to be void as against public policy; and that such a stipulation, though in terms limiting the liability of the "shipowner or agent" only, inures to the benefit of the ship itself. Said opinion and decision affirmed said decree of said District Court; and a mandate issued accordingly from said Circuit Court of Appeals to said District Court.

XI. On or about the 6th day of July, 1899, an order was made by the District Court of the United States for the Southern District of New York and entered in the office of the Clerk of said Court on the same day, which order directed that the libelants file with the Clerk of said Court on or before the 12th day of July, 1899, the mandate issued herein by the United States Circuit Court of Appeals for the Second Circuit; which mandate ordered, adjudged and decreed that the decree of said District Court be, and it thereby was, affirmed without interest or costs; and said order further directed that all proceedings upon the decree to be entered upon the said mandate be, and they thereby were, stayed until the 14th day of November, 1899.

XII. In accordance with said order, on the 10th day of July, 1899, the

said mandate was duly filed in the office of the Clerk of the United States District Court for the Southern District of New York.

XIII. On or about the 20th day of July, 1899, without prejudice to the rights of your petitioners to apply to this court for a writ of *certiorari*, an order was duly made by the United States District Court for the Southern District of New York and entered in the office of the Clerk of said Court on the same day, which, among other things, ordered, adjudged and decreed: that the decree of the said Circuit Court of Appeals be, and it thereby is made the decree of the United States District Court for the Southern District of New York; and that the decree of said District Court entered herein on the 10th day of October, 1898, be, and it thereby is affirmed.

XIV. The questions and propositions of law involved in this case are substantially as follows:

I. Is the following clause, in a ticket purchased in Paris, France, for the transport of a passenger from Antwerp, Belgium, to the City, County and State of New York, upon an ocean steamship, reasonable, valid and enforceable in a court of the United States assuming the Belgian law does not forbid such a contract?

"The shipowner or agent shall not, under any circumstances, be liable for any loss or delay of or injury to passengers' baggage carried under this ticket beyond the sum of two hundred and fifty francs, at which such baggage is hereby valued, unless a bill of lading or receipt be given therefor, and freight paid in advance on the excess value at the rate of one per cent., or its equivalent, in which case the shipowner shall only be responsible according to the terms of the shipowner's form of cargo, bill of lading, in use from the port of departure. All questions arising hereunder are to be settled according to the Belgian law."

II. Does the following language, in a ticket purchased in Paris, France, for the transport of a passenger from Antwerp, Belgium, to the City, County and State of New York, upon an ocean steamship release the steamship from liability in a suit in admiralty *in rem* brought by the passenger, assuming that the Belgian law does not forbid such a contract?

"The shipowner, or agent, shall not, under any circumstances, be liable for any loss or delay of or injury to passengers' baggage carried under this ticket beyond the sum of two hundred and fifty francs, at which such baggage is hereby valued, unless a bill of lading or receipt be given therefor, and freight paid in advance on the excess value at the rate of one per cent., or its equivalent, in which case the shipowner shall only be responsible according to the terms of the shipowner's form of cargo, bill of lading, in use from the port of departure. All questions arising hereunder are to be settled according to the Belgian law."

III. Does the Harter Act—viz., chapter 105 of the laws passed by the fifty-second Congress at its twentieth session, which is published in volume 27 of the statutes at large at page 445—apply to and regulate the liability in admiralty of an ocean steamship which transports from

Antwerp, Belgium, to the City, County and State of New York, trunks, which are the property of a passenger upon said steamship when the contract between the passenger and the steamship, its owner and agent is embraced in a document called a ticket, in print and manuscript form, signed by the agents of the owners of the steamships and also in a receipt for said ticket in the following language:

"Total fr.

"Weight, contents and value unknown and shipped by the Red Star Line steamer, subject to the conditions contained in the company's ticket and bill of lading.

RED STAR LINE.

"Antwerp, Dec. 97.

CAISSE."

All of said questions were duly raised and argued by your petitioners in said District Court and in said Circuit Court of Appeals.

XV. Concerning the clause in said ticket limiting the liability of the carrier, Judge Lacombe said in his opinion, which is reported in Volume 94 of the Federal Reporter at page 888:

"However unreasonable would be a 'condition' attempting to relieve the carrier entirely from liability in excess of some named amount, there seems to be no impropriety in the carrier's requiring the passenger to declare the value of the baggage in excess of such named amount, to take regular bill of lading therefor, and to pay for its transportation in proportion to its value, with the proviso that, if he fails so to do, the carrier will not be liable. As to the question whether the sum named (two hundred and fifty francs) is too small, the supreme court, in The Majestic, *supra*, intimated some doubt as to the reasonableness fo ten pounds in the case of a first cabin passenger's baggage, but rendered no decision thereon. In view of the circumstance that the condition complained of contained an offer to carry the excess value under a regular bill of lading, we are not prepared, in the absence of authority, to hold that two hundred and fifty francs is an unreasonable valuation for personal baggage of a second-cabin passenger not thus carried."

XVI. In The Majestic, 166 U. S. 375, 386, this court, speaking through the Chief Justice of the United States, said concerning the following clause:

"Neither the shipowner nor the passage broker or agent is in any case liable for loss or injury to or delay in delivery of luggage or personal effects of the passenger beyond the amount of ten pounds unless the value of the same be declared at or before the issue of this contract ticket, and freight at current rates for every kind of property," with certain exceptions, "is paid:" that it was a "limitation which we must say *does not* strike us *as reasonable*, in view of the 'twenty cubical feet' of baggage for each which the company had expressly contracted to carry."

In the case of Glovinsky v. Cunard Steamship Co. (4 N. Y. Miscellaneous Reports, 266) the General Term of the City Court of New York held that the same limitation, to the amount of fifty dollars ($50), upon the liability of a transatlantic steamship company for damage to the baggage of a steerage passenger, when it was contained in passenger

ticket, was unreasonable and void. The sum of one hundred dollars ($100) is the usual limitation for such damage in railroad tickets for short journeys in the United States.

XVII. And your petitioners further aver that the present case is one in which it is proper for this court to issue a writ of *certiorari*, for the following reasons, among others:

1. Because, in the case of The Majestic, *supra*, this court intimated that a provision in a passenger ticket exempting the carrier from all liability for loss of baggage beyond ten pounds is unreasonable.

2. Because the Circuit Court of Appeals held that there is no authority as to what is a reasonable limitation of liability for baggage in a passenger ticket.

3. Because the questions of law involved herein have not been passed upon by this court.

4. Because the public interest and the interests of jurisprudence require the decision of this court upon the question of law involved herein.

5. Because, in view of the large number of persons using similar steamship tickets, said questions are of sufficient general, national and material importance and interest as to make it necessary that they should be determined by the court of last resort.

6. Because there is a conflict in this respect between the law as expounded by said Circuit Court of Appeals and the rule observed in the State Courts held in the same district and circuit.

Wherefore your petitioners pray that this Honorable Court will be pleased to grant a writ of *certiorari* in this case to the Circuit Court of Appeals for the Second Circuit to bring up this case to this Honorable Court for such proceedings therein as to this Honorable Court may seem just.

LIZZIE STEARNS BLEECKER.
ELSIE L. BLEECKER.
ROGER FOSTER,
Petitioners' Attorney.

STATE OF NEW YORK,
Southern District of New York, } ss.

Lizzie Stearns Bleecker and Elsie L. Bleecker, being duly sworn, say, and each for herself says: I have read the foregoing petition. The same is true to my own knowledge, information and belief; my knowledge is derived from the record in this case and from what has taken place in my presence and hearing in the court in which this action has been heard.

LIZZIE STEARNS BLEECKER.
ELSIE L. BLEECKER.

Sworn to before me this 20th day of September, 1899.

[SEAL.] GEORGE E. HAMMOND,
Notary Public.

I hereby certify that I have examined the foregoing petition, and in

my opinion the petition is well founded, and that the case is one in which the prayer of the petitioners should be granted by this court.

ROGER FOSTER,
Of Counsel for Petitioners.

Supreme Court of the United States of America.

In the Matter of the Petition of LIZZIE STEARNS BLEECKER and ELSIE L. BLEECKER for a Writ of *Certiorari* directed to the Circuit Court of Appeals for the Second Circuit, to bring before the Supreme Court the case of LIZZIE STEARNS BLEECKER and ELSIE L. BLEECKER, Libelants, Appellants,

against

The Steamship "KENSINGTON," her BOILERS, ENGINES, etc., THE INTERNATIONAL NAVIGATION COMPANY, Claimants and Appellants.

SIRS—Please take notice that upon a certified copy of the transcript of the record herein and upon the annexed petition of Lizzie Stearns Bleecker and Elsie L. Bleecker, sworn to the 20th day of September, 1899, I shall move the motion hereto annexed before the Supreme Court of the United States at the Capitol in the City of Washington, District of Columbia, on Monday, the 16th day of October, 1899, at the opening of the court on that day, or as soon thereafter as counsel can be heard, and that I shall then and there move for such further relief in the premises as may be just.

Dated New York, September 21, 1899.

Yours, etc. ROGER FOSTER,
Proctor, Attorney and Counsel for Libelants, Appellants.
35 Wall Street, New York.

To MESSRS. BIDDLE & WARD, Proctors and Counsel for Claimants, and
To THE INTERNATIONAL NAVIGATION COMPANY.

Supreme Court of the United States of America.

In the Matter of the Petition of LIZZIE STEARNS BLEECKER and ELSIE L. BLEECKER for a Writ of *Certiorari* directed to the Circuit Court of Appeals for the Second Circuit, to bring before the Supreme Court the case of LIZZIE STEARNS BLEECKER and ELSIE L. BLEECKER, Libelants, Appellants,

against

The Steamship "KENSINGTON," her BOILERS, ENGINES, etc., THE INTERNATIONAL NAVIGATION COMPANY, Claimants and Appellants.

And now come the libelants, appellants above named, by Roger Foster, their counsel, attorney and proctor, and move this court, upon a certified copy of the transcript of the record herein, and upon the annexed petition sworn to the 20th day of September, 1899, for a writ of *certiorari*, directed to the Circuit Court of Appeals for the Second Circuit and to the District Court of the United States for the Southern District of New York, to bring before this Honorable Court the case of Lizzie Stearns Bleecker and Elsie L. Bleecker, libelants and appellants, against the steamship "Kensington," her boilers, engines, etc., The International Navigation Company, claimants and appellants, recently decided by the Circuit Court of Appeals of the United States for the Second Circuit, and by the District Court of the United States for the Southern District of New York, for such proceedings therein as to this court may seem just; and for such other and further relief in the premises as may be just.

ROGER FOSTER,

Of Counsel for Libelants' Appellants.

FORM LXVII.—ANSWER TO PETITION FOR WRIT OF CERTIORARI.

[Form record in 202 U. S. 619.]

SUPREME COURT OF THE UNITED STATES.

OCTOBER TERM, 1908.

No. 643.

THE GOODYEAR SHOE MACHINERY COMPANY OF PORTLAND, MAINE, Petitioner. AGAINST CHRISTIAN DANCEL and MARY DANCEL, as Administrators of the Goods, Chattels and Credits of Christian Dancel, deceased, Respondents.	

Christian Dancel and Mary Dancel, as administrators of the goods, chattels and credits of Christian Dancel, deceased, in answer to the petition for a writ of *certiorari* herein, which has been filed in this Honorable Court, dated March 19, 1905, respectfully show:

I.—They deny the allegation in the fourth paragraph of said petition, that the promise therein mentioned was purely personal; and they deny the allegation in said paragraph contained, that the payments thereunder were to be made to Dancel personally.

II.—They deny that the action begun by the respondents herein on October 15, 1900, was an action at law. The said action was begun in the Supreme Court of the State of New York. Section 3339 of the Code of Civil Procedure of that State was then in force and provided as follows: "There is only one form of civil action. The distinction between actions at law and suits in equity, and the forms of those actions and suits have been abolished."

III.—They deny, upon information and belief, each and every allegation in the tenth paragraph of said petition. They deny that the judgment, which is described in the eleventh paragraph of said petition, was a judgment at law. They deny, upon information and belief, each and every allegation in the twelfth paragraph of said petition. They deny the allegation, in the thirteenth paragraph of said petition, that said action, which was removed to the Federal court, therein described, was an action at law. They deny that the amended complaint filed by these respondents on January 9, 1901, in the office of the Clerk of the Circuit Court of the United States for the Southern District of New York was an amended complaint at law. They deny that the allegation in said amended complaint,

that the petitioner herein had agreed to assume the obligations of the Connecticut Company, therein described, was immaterial. They aver that said allegation was material and was admitted by the defendant, the present petitioner, under the oath of its attorneys, to be true. They deny each and every allegation in the nineteenth paragraph of said petition, which avers that the statement therein quoted from the opinion of the Circuit Court of Appeals was a dictum, and which avers that the said Court did not notice the facts of the authority therein cited. They deny that the appearance made by the petitioner in its motion for said mandate was a special appearance at law; and they aver that said appearance was a general appearance; and that no leave of said Court to make a special appearance for that purpose was granted to the petitioner. They deny the allegation in the twenty-first paragraph of said petition, that the petitioner appeared specially at law in opposition to the application for leave to reframe the complaint in said action. They aver that the said appearance was general, and that no permission was given to the said petitioner to make a special appearance at that time. They deny the allegations in the twenty-first paragraph of said petition, concerning the form of the bill of complaint as amended, in accordance with the leave then granted. They allege that the substantial allegations of the facts constituting the cause of action averred in said bill of complaint, except those concerning the history of the litigation, were the same as those in the complaint previously filed; and that the only material difference between the two pleadings was that in the last complaint more relief was prayed for than in the former pleadings. They deny the allegation in the twenty-second paragraph of said petition, that no equity process was served on the petitioner. They aver that process, equivalent to equity process, was served upon said petitioner in the State Court before said removal and that said petitioner made a general appearance in said action in said State Court. They deny the allegation in said paragraph of said petition that the petitioner made no appearance whatever in equity. They deny the allegation in the twenty-third paragraph of said petition, that the said petitioner appeared specially on June 1, 1903. They aver that the appearance then made by said petitioner was a general appearance; and that no permission was ever given to said petitioner to make a special appearance then, nor at any other time in said case. They deny the allegation in the twenty-fourth paragraph of said petition, that the answer of the petitioner filed on or about August 4, 1903, did not waive the objection to the jurisdiction previously taken. They deny the allegations in the twenty-fifth paragraph of said petition, concerning the matters which were proved in said case, and each and of all of the same. They deny the allegations in said paragraph of said petition concerning the law of Massachusetts. They deny the allegation in said paragraph of said petition that the omission of words of succession in the promise to Danced was intentional. They further deny the allegation therein contained that the annuity contract was performed in Massachusetts. They deny each and all of the allegations in the twenty-ninth paragraph of said petition. They deny each and every allegation in the thirtieth paragraph of said petition.

IV.—This action was commenced by the service of a summons without a complaint in the Supreme Court of the State of New York, on October 15, 1900, to enforce a contract for the payment of $5,000 a year in equal monthly installments to Christian Dancel, during the life of certain Letters Patent. The said contract was dated January 2, 1892, and was then made between said Christian Dancel and the Goodyear Shoe Machinery Company of Hartford, Connecticut, a Connecticut corporation. On March 9, 1893, the said Connecticut corporation transferred all its property to the defendant and petitioner herein, which had been organized for the purpose of accepting said transfer. In consideration of said transfer, the said defendant and petitioner assumed all the debts of the said Connecticut Company, and agreed to dissolve the same. The said Connecticut corporation was duly dissolved, and an entry of said dissolution was made upon the books of the defendant. The said defendant furthermore transferred into its books of account all accounts between the said Connecticut corporation and other persons, including the account between said Connecticut corporation and said Dancel; and charged against itself, namely, said defendant petitioner, all debit entries in said accounts. A novation of said contract thereupon took place between said Christian Dancel and said defendant. The said defendant until the death of Dancel paid to him all the installments maturing under said contract; and said Dancel accepted said payments from said defendant. The same defendant paid after the death of Dancel to his personal representatives, the plaintiffs below and respondents here, one installment of said annuity. After the death of said Dancel and about September 1, 1899, the said defendant executed a paper which purported to assign to a corporation named the United Shoe Machinery Company of New Jersey, all of the property of said defendant in the State of New York, and as these respondents are informed and believe in the United States, excepting, however, certain Letters Patent. Said conveyance was made without any adequate consideration, and was in fraud of the creditors of the said Maine corporation, including the plaintiffs below and the respondents here. It was made with the intention of preventing the plaintiffs below and the respondents here from enforcing the contract in suit; this action to enforce which was then contemplated and expected by defendant, but had not yet been taken. In return for the execution of said paper, the said New Jersey corporation executed a paper, which as these respondents are informed and believe assumed the debts of the said defendant Maine corporation. At or about said time, or subsequently thereto before the entry of the decree, the name of said defendant was changed to the United Shoe Machinery Company of Maine. After the first decision of the Circuit Court of Appeals herein, in which decision the contract in suit had been construed, in accordance with the contention of the plaintiffs below and respondents here, said defendant executed a paper which purported to release said New Jersey corporation from its obligations under said indemnity agreement. The said paper purporting to be a release was executed fraudulently for the purpose of defrauding the creditors of said Maine corporation, and for the purpose of defrauding the plaintiffs below and the respondents here. There was no adequate consideration for the paper purporting to be a release. Subsequently to the entry of the decree

below, which was entered on or about February 28, 1905, the defendant below and the petitioner here, appealed to the Circuit Court of Appeals from said decree; but filed no supersedeas bond, merely filing a bond as security for costs. Executions against the property of said defendant were duly issued under said decree to the marshals of the United States for the Southern and Eastern Dis- said New Jersey corporation, in order to prevent the collection of the debt of the United States for the Southern District of New York appointed on or about April 8, 1905, Robert C. Beatty, Receiver of the assets of the defendant in the State of New York. Shortly thereafter, or about said time, said defendant caused to be organized in the State of New York a new corporation by the name of the United Shoe Machine Company of New Jersey. These respondents, upon information and belief, charge: That the formation of such new corporation was for the purpose of making a third fraudulent transfer of the assets of said Connecticut corporation to said New Jersey corporation, in order to prevent the collection of the debt due these respondents; and that a transfer of said assets for said purpose was then contemplated. The Honorable E. Henry Lacombe, United States Circuit Judge, thereupon granted an injunction against the former New Jersey corporation, restraining any transfer by it of said assets, and further enjoining all persons within the Southern District of New York, in whose possession were machines formerly the property of said Connecticut corporation from paying royalties thereupon to the said New Jersey corporation. In order to obtain a vacation of said injunction and of said receivership said defendant finally filed a supersedeas bond to secure the payment of the said decree in case of affirmance by the Circuit Court of Appeals.

Since the petitioner appears to have procured the omission from the transcript of the first opinion of the United States Circuit Court of Appeals herein handed down on or about December 15, 1902, written by Judge Wallace, a copy of the same is hereto annexed marked A.

Wherefore, these respondents pray that the said petition for a writ of *certiorari* may be dismissed, with costs; and these respondents will ever pray, &c.

Dated New York, April 25, 1906.

CHRISTIAN DANCEL and MARY DANCEL,
As Administrators of Christian Dancel, deceased.
J. PHILIP BERG,
Solicitor and Attorney for Respondents,
Dancel's Administrators.

ROGER FOSTER,
Of Counsel.

STATE OF NEW YORK, }
County of New York, } ss.:

CHRISTIAN DANCEL, being duly sworn, deposes and says: I am one of the respondents herinabove named. I reside in the County of Kings, Borough of Brooklyn, City and State of New York; and I am one of the administrators of Christian Dancel, deceased. Each and every allegation

in the foregoing answer is true to my own knowledge except as to the matters therein stated to be alleged upon information and belief; and as to those matters I believe the same to be true.

CHRISTIAN DANCEL.

Sworn to before me this 25th day of April, 1906.

CHARLES STEIN,
Notary Public,
N. Y. Co.

STATE OF NEW YORK, County of New York, } ss.:

MARY DANCEL, being duly sworn, deposes and say: I am one of the respondents hereinabove named. I reside in the County of Kings, Borough of Brooklyn, City and State of New York; and I am one of the administrators of Christian Dancel, deceased. Each and every allegation in the foregoing answer is true to my own knowledge, except as to the matters therein stated to be alleged upon information and belief, and as to those matters I believe the same to be true.

MARY DANCEL.

Sworn to before me this 25th day of April, 1906.

CHARLES STEIN,
Notary Public,
N. Y. Co.

FORM LXVIII.—MOTION FOR LEAVE TO FILE PETITION FOR MANDAMUS.

[*Re* Metropolitan Railway Receivership, 208 U. S. 90.]

IN THE SUPREME COURT OF THE UNITED STATES.

IN THE MATTER OF
The Application of JOSEPH KONRAD individually and as administrator of Paul Planovsky, deceased, for a Writ of Mandamus against the Honorable E. Henry Lacombe, Circuit Judge of the United States for the Second Circuit, and against the Circuit Court of the United States for the Southern District of New York.

And now comes the petitioner, Joseph Konrad, individually and as administrator of Paul Planovsky, deceased, by Roger Foster, his attorney and counsel; and moves for leave to file the petition for a writ of mandamus, hereto annexed; and he further moves that a rule be entered and issue di-

recting the Honorable E. Henry Lacombe, Circuit Judge of the United States for the Second Circuit and for the Southern District of New York, and directing the Circuit Court of the United States for the Southern District of New York to show cause why a writ of mandamus should not issue against them and each of them in accordance with the prayer of the same petition, and why said petitioner should not have such other and further relief in the premises as may be just and meet.

ROGER FOSTER,
Attorney and Counsel for Petitioner.

FORM LXIX.—PETITION FOR MANDAMUS TO SET ASIDE RECEIVERSHIP.

[followed in *Re* Metropolitan Railway Receivership, 208 U. S. 90.]

TO THE HONORABLE MELVILLE W. FULLER, CHIEF JUSTICE OF THE UNITED STATES, AND TO THE ASSOCIATE JUSTICES OF THE SUPREME COURT OF THE UNITED STATES.

The petition of JOSEPH KONRAD, individually and as administrator of the estate of Paul Planovsky, deceased, respectfully shows:

I.—Your petitioner is a resident of the City, County and State of New York. On or about the 9th day of October, 1906, your petitioner was duly appointed by the Surrogate's Court of the City and County of New York, a court of competent jurisdiction, administrator of the goods, chattels and credits of Paul Planovsky, who had previously died in said City, County and State, of which said Paul Planovsky was then a resident. On or about the 13th day of October, 1906, your petitioner duly qualified as such administrator, and your petitioner still is such administrator. On or about the 22d day of June, 1907, your petitioner as administrator as aforesaid filed, in the Supreme Court of the State of New York, a judgment for the sum of $8,538.94, against the New York City Railway Company, defendant, which judgment was then duly filed and entered in the office of the Clerk of the County of New York. Said judgment is still unpaid. Said defendant subsequently appealed from the said judgment to the Appellate Division of the Supreme Court of the State of New York for the First Department. Said appeal is still pending and undetermined. An undertaking to secure the payment of said judgment, in case said judgment is affirmed upon said appeal, has been filed by said defendant in the said Clerk's office with the American Surety Company to said undertaking.

Said defendant and the Metropolitan Street Railway Company are insolvent; the sufficiency of said surety is doubtful. The said defendant has contended and still contends, that the said judgment was erroneously rendered, and the said defendant relies in support of said appeal upon numerous technical objections and exceptions taken during the trial of said action, including certain objections and exceptions to the admission of evidence, and to the charge and to the refusal to charge of the trial Judge, which objections and exceptions do not affect the merits of plaintiff's cause of action in the suit in which said judgment was rendered. And

should the said judgment be reversed, it is unlikely that said reversal will be a decision against the merits of plaintiff's said claim. Said defendant has given no security for the payment of said claim in case said judgment is reversed and in case a new trial is ordered and in case a subsequent judgment is recovered against said defendant. The action which resulted in judgment was an action brought to recover damages for the death of the said decedent because of the negligence of said defendant. Your petitioner is also, individually, a creditor of said defendant to an amount equal to at least two hundred ($200) dollars, because of the arbitrary and illegal exaction by said defendant from your petitioner, at divers times during the past four (4) years, of additional fares upon his transfer from one car to another of said defendant at and near the junctions of Fourteenth street and Ninth avenue, and Twenty-third street and Broadway, and Eighth street and Second avenue, in the Borough of Manhattan, City, County and State of New York; and because of the liability of said defendant to him under the Statutes of the State of New York for penalties because of said action; and because of the refusal of said defendant to give him tickets entitling him to transfers at said junctions without the payment of additional fares; and because of the refusal of said defendant to give him such transfers free. Your petitioner is obliged, in the transaction of his business, daily to take transportation upon one or more of the street railroads which were in the possession of the said defendant at the time of the appointment of the receivers herein described. For several years he has suffered and he still suffers great inconvenience and danger to his life, body and health, because of insufficient transportation facilities; including an insufficient number of cars furnished by the defendant, and because of the reckless and dangerous manner in which said cars are and have been operated.

II.—Said New York City Railway Company is, and at all the times herein mentioned was, a corporation organized under the laws of the State of New York, and engaged in the operation of a street railway system embracing all the surface street railways upon Manhattan Island in the City of New York, the possession of all of which it acquired under a lease from the Metropolitan Street Railway Company; and is not and never has been engaged in interstate nor in international commerce. Said Metropolitan Street Railway Company is and at all the times herein mentioned was, a corporation organized under the laws of the State of New York; and is not and never has been engaged in interstate nor in international commerce.

III.—On or about September 24, 1907, a bill in equity was filed in the Clerk's office of the [District] Court of the United States for the Southern District of New York, in which the Pennsylvania Steel Company, a corporation claiming to be organized under the laws of the State of Pennsylvania, and the Degnon Contracting Company, a corporation claiming to be organized under the Laws of the State of New Jersey, were named as complainants, and in which the said New York City Railway Company was named as defendant. The said bill in equity alleged: That the said New York City Railway Company was a citizen of the State of New York; That said defendant was indebted to the said Steel Company in the sum of $36,-

$31,38 for rails and track material furnished; and that said defendant was indebted to the said Degnon Contracting Company in the sum of $11,173.27 for work and labor. But said bill did not allege that any judgments had been recovered by either of said complainants against said defendant; and in fact neither of said complainants had then obtained, nor has since obtained, any judgment against said defendant. Your petitioner disputes the validity and the amount of said alleged indebtedness; and he wishes and prays a hearing thereupon. Said bill further alleged: That the said defendant was insolvent. "That in the course of the operation of its lines, numerous accidents have occurred, in respect of which suits have been brought and are now pending, and that said suits to the number of several thousand the now upon the calendars of the courts awaiting trial, and that the defendant will be without means to meet judgments recovered in said suits." Said bill further alleged: "that the railways operated by the defendant are so numerous and extensive as to constitute practically the entire street railroad system in the County of New York." "That it is of vital importance to the people of said County of New York that said system shall continue to be operated as a whole." Said bill prayed for the following and for no other relief: (1) That the rights of the orators and of the other creditors of the defendant may be ascertained and decreed; and that the assets of said defendant be administered and marshalled, and that the rights, liens and equities of said creditors be ascertained and decreed upon respective interventions or applications of each creditor and lienor; (2) that a receiver of the property of said defendant be appointed with certain powers, which said bill specified; (3) that an injunction issue against the defendant and all persons claiming and acting by, through, or under it, and all other persons to restrain them from interfering with said receiver taking possession of said property; (4) a prayer for general relief with a prayer for an answer and the writ of subpœna. The said bill alleged that it was filed by said complainants "on their behalf and on behalf of all other creditors of New York City Railway Company, defendant, who may hereafter join in the prosecution of this suit." The said bill did not pray payment of any of the said alleged indebtedness by said defendant to either of said complaints. The allegations of said bill concerning the indebtedness of said defendant and the insolvency of said defendant, and all the allegations of facts in said bill, except the existence of said indebtedness to complainants, and the incorporation, residence and citizenship of the parties were made upon information and belief, the only persons named in said bill, as giving information to either of complainants concerning any of the facts therein alleged, were unnamed officers of said defendant. The said bill was prepared at the request of the said New York City Railway Company for the purpose of procuring the appointment of a receiver of the property of said New York City Railway Company by said [District] Court of the United States, and for the purpose of withdrawing the administration of the assets of said corporation and of its said lessor from the jurisdiction of the courts of the State of New York, and for the purpose of impeding your petitioner and the other creditors of said two railway companies in the collection of their claims, and for stock jobbing purposes, and for the purpose of preventing the Attorney General of the State

of New York from interfering with and taking part in the administration of said assets, and for the purpose of impeding and preventing the Public Service Commission of the State of New York for the City of New York from making and enforcing orders compelling said defendant to improve its service and to make the same more adequate for the means of the residents of the City of New York and less dangerous to the life and health of the residents of said City of New York, and for the further purpose of impeding actions which were expected to be brought by stockholders of the said Metropolitan Street Railway Company and creditors of said Metropolitan Street Railway Company, and by said Attorney General against certain persons who had been directors and in control of said Metropolitan Street Railway Company, because of wrongful acts by them, which had depleted the treasury and wasted the funds of said Metropolitan Street Railway Company.

IV.—On the same day that said bill in equity was filed, the said New York City Railway Company filed in said clerk's office an answer. Said answer admitted all the allegations of said bill of complaint and joined in all the prayers of said complaint and specifically prayed the appointment of a receiver on the assets of said defendant. Said answer was verified by the secretary of the said New York City Railway Company. On the same day, upon said bill and answer, without any affidavits in support of the same, except the formal affidavits of officers of the said complainants to said bill, which merely averred that they believed the allegations therein, which were made upon information and belief, and that they knew the truth of the further allegations therein contained; the Honorable E. Henry Lacombe, United States Circuit Judge for the Second Circuit, signed an order and decree, which stated that the cause came on to be heard upon the bill of complaint and on the answer therein filed, and appointed Messrs. Adrian H. Joline and Douglas Robinson temporary Receivers of the property of said defendant. Said order and decree contained the following provisions, among others: "And the defendant, said New York City Railway Company and its officers, directors, agents and employees, and all other persons claiming to act by, through or under the defendant and all other persons whomsoever are hereby enjoined from interfering in any way whatever with the possession or management of any part of the property over which the Receivers are hereby appointed or interfering in any way to prevent the discharge of their duties or their operating the same, and any other party in interest may apply for further direction.

And it is further ordered that the parties hereto show cause before this Court at the United States Post Office Building, in the City of New York, on the 7th day of October, 1907, at two o'clock in the afternoon why the said receivership should not be continued during the pendency of this suit, and upon the hearing thereon any other creditor of the defendant or other party in interest may be heard."

The said suit did not really nor substantially involve a dispute or controversy properly within the jurisdiction of the said [District] Court. There was no controversy between citizens of different States in said suit. There was no controversy of any sort therein. Said suit did not arise under the Constitution, nor under the laws, nor under a treaty of the United States,

The parties to said suit were improperly and collusively made and joined as plaintiffs and defendants, for the purpose of creating a case cognizable under the Judiciary Act of 1875 and for the purpose of creating a case cognizable by the said [District] Court of the United States. The said suit was instituted and the said appointment of said Receivers was procured by collusion between the parties to the same.

Subsequently thereto and on or about October 1, 1907, a petition in the name of the said Metropolitan Street Railway Company was presented to said United States Circuit Judge by the persons who controlled said defendant, in which said petitioner prayed that it might become a party defendant to said suit for the protection of its interests and those of its creditors: that the receivership under the bill of complaint be extended so as to embrace the interests of said petitioner in said property, and that said Receivers be directed to keep separate accounts of the lines owned by said defendant, and of such of the leased lines embraced in the petitioner's lease, as might be deemed practicable; that the rents, issues, profits and income be pledged under tthe orders or decrees of said court to the end that said system might be protected and preserved; with a prayer for general relief. Notice of the presentment of said petition was given by said petitioner, upon the same day that the same was presented: to: and due service of a copy of said notice and petition was admitted on the same day by; the solicitors for the complainants and by the solicitor for the defendant to said suit. Upon the same day with the consent of the parties to said suit the said United States Circuit Judge made an order permitting the said petitioner, Metropolitan Street Railway Company, to be made a party defendant to said cause, extending said receivership to the properties of said petitioner railway company, appointing said Receivers receivers of the property of said petitioner, with the powers and duty prescribed by the order previously appointing them Receivers, and ordering that all persons whomsoever be enjoined from interferring in any way whatsoever with the possession or management of any part of said property for which said Receivers had been appointed or interfering in any way to prevent the discharge of their duties of their operating the same. At that time the Attorney-General of the State of New York had prepared papers for the appointment of a Receiver of said Metropolitan Street Railway Company in the Supreme Court of the State of New York. Said petitioner, Metropolitan Street Railway Company, knew of said application, although the papers had not yet been formally served upon it. Said application was made, amongst other reasons, for the purpose of defeating the application of said Attorney-General and also to further the objects of said suit, which are hereinabove set forth. Said Metropolitan Street Railway Company then had causes of action to an amount exceeding $1,000,000 against said New York City Railway Company because of the waste and misappropriation by said lessee of said leased properties.

VI.—Subsequently, on or about October 7, 1907, the said order to show cause, contained in the said order of September 24, 1907, was returned before said Judge. Your petitioner then appeared by his counsel, Roger Foster, Esq., and then and there opposed the continuance of said receiver-

ship. The said Judge then refused to hear your petitioner's counsel except as *amicus curiæ*. The attorney for said Metropolitan Street Railway Company and the attorneys for said complainants then moved for a continuance of said receivership. Your petitioner's said counsel then charged, and complainants' counsel did not deny, that said suit was brought at the request of said defendant. The counsel for said defendant were then present in court; but neither of them opposed the motion to continue said receivership. Subsequently, on or about October 8, 1907, the said Circuit Judge handed down an opinion granting the motion to continue said receivership. In said opinion, he stated, amongst other things, as follows: "It is of course manifest that complainants and defendant were entirely in accord and arranged together that the suit should be brought to the Federal Court; and that the averments of the bill should be admitted by the answer." Subsequently, on or about October 9, 1907, a bill of equity in the name of the Morton Trust Company, which is and then was a corporation organized under the laws of the State of New York and a citizen of said State by the persons who controlled said two railway companies and said trust company. Said bill alleged that said Morton Trust Company was a mortgagee of the property of said Metropolitan Street Railway Company under a mortgage not yet due or the payments secured by which there had been no default. Said bill prayed the appointment of a receiver of said property, which was then in the hands of said receivers previously appointed as aforesaid. The said bill did not pray a foreclosure of said mortgage.

The defendants named in said bill were the said two railway companies and their said Receivers, both of which Receivers then were and still are citizens of the State of New York, and the two complainants to said original bill. Said bill correctly alleged the citizenship of said parties.

Upon the same day, October 9, 1907, an order and decree was signed by said Union States Circuit Judge and filed in the Clerk's office of said Court, which order and decree continued said Receivers pending said suit and modified in certain respects, which are immaterial to this application, the original order appointing said Receivers, but continued said injunction.

Upon the same day an order was signed by said Judge, which extended said receivership for the benefit of said Morton Trust Company.

VII.—Subsequently thereto, your petitioner duly presented to said United States Circuit Judge, his joint and several petition, duly verified on October 15, 1907, which petition prayed that leave to intervene in said suit, and that the orders granting said receiverships and injunction, be set aside, and for general relief. Subsequently thereto, on or about November 6, 1907, an order was made by said United States Circuit Judge and filed in said Clerk's office, which order denied the prayer of said petition. No final decree has been entered in said suit and the complainants and defendant to the same have postponed the entry of a final decree therein indefinitely. No decree for the administration of the assets of said defendant nor for any of the relief prayed in said bill, except a receiver and an injunction, has been made in said suit, although all allegations in said bill have been confessed, and although the said cause is ripe for such a decree. But said complainants and defendant have postponed the entry thereof indefinitely.

The object of said postponement is to prevent the payment of the creditors of said defendant and to prevent the distribution of its assets and to keep the same for an indefinite length of time in the custody of said United States [District] Court, in order that the creditors, stockholders and other persons interested in the assets of said two defendants may be thus compelled and coerced into consenting to a sacrifice of their rights and to a reorganization of the said defendants, and of the property and respective claims upon the property of the said defendants, which reorganization is desired by the persons in control of said defendants, who are the same persons that have wrecked and injured the property of the same.

VIII.—The said Receivers and the parties to said suit threaten and are about to obtain orders from the said Court and from the Judges thereof, for the purpose of making large expenditures out of the assets of the said two defendants, which will diminish the amount payable to creditors of each of the same, and they are about to make such expenditures to the amount of about $3,000,000. The said Receivers threaten and are about, under the advice of the persons in control of the said two defendants, to stop payment of the rental due under a lease of a valuable portion of the property of the said two defendants, namely: the so-called Third Avenue Street Railway; and to separate the said Third Avenue Street Railway from the rest of the system of said defendants. Said action will be in direct opposition to the professed object of said suit.

IX.—Your petitioner is informed and believes and avers: That it has been established by the decisions of this Court and of the United States Circuit Courts of Appeals, amongst others, by the following decisions: *Ex parte* Cutting, 94 U. S. 14; Jones & Laughlin's L'd v. Sands, 79 Fed. 913; Credits Commutation Co. v. U. S. 91 Fed. 570, 573; S. C. 177 U. S. 311; Toledo, St. L. & K. C. R. Co. v. Continental Tr. Co. 95 Fed. 497, 536, that your petitioner has no right to appeal from any of the said orders. Your petitioner, consequently, is enjoined from interfering with the assets and property of his said debtor, the Metropolitan Street Railway Company. He can take no proceedings to collect any judgment or judgments, which he may recover in said actions, except in the said Circuit Court of the United States. In the meantime, the said assets may be depleted by proceedings on the part of said complainants and of said defendant and of said receivership, of which he will have no notice, and with which he will have no right to interfere. He has no remedy unless this Court interferes by the writ of mandamus.

Wherefore your petitioner prays, that a rule be made and issue from this Honorable Court, directed to the said Honorable E. Henry Lacombe, Circuit Judge of the United States for the Second Circuit, and directing the said Circuit Court of the United States States for the Southern District of New York to show cause why a writ of mandamus should not issue, commanding the said Judge and the said Court, and each of them, to dismiss the bill of complainant in said suit, and all proceedings therein, and to vacate said orders appointing said Receivers, and to vacate said injunctions, and to desist from exercising any further jurisdiction in said suit, except the entry of an order dismissing said suit; or, in the alternative,

such a writ commanding him to allow the intervention of your petitioner in said suit; or, in the alternative, that a writ of prohibition may issue from this Honorable Court forbidding the said Honorable Circuit Judge of the United States for the Second Circuit, and forbidding the said [District] Court of the United States for the Southern District of New York from taking any further proceedings in connection with said receiverships; and for such other and further relief in the premises as shall seem just and meet, and your petitioner will ever pray, &c.

JOSEPH KONRAD,
Individually, and as Administrator of Jaul Planovsky, deceased,
by ROGER FOSTER,
Attorney for Petitioner,
35 Wall Street,
New York.

ROGER FOSTER,
Of Counsel.

STATE OF NEW YORK,
County of New York,
Southern District of New York, } ss.:

JOSEPH KONRAD, being duly sworn, deposes and says: I am the petitioner above named. The foregoing petition is true to the best of my knowledge, information and belief.

JOSEPH KONRAD.

Sworn to before me this
day of November, 1907.

[NOTARIAL SEAL.] Notary Public,
N. Y. Co.

FORM LXX.—RETURN OF ORDER TO SHOW CAUSE AGAINST ISSUE OF MANDAMUS.

[*Re* Metropolitan Railway Receivership, 208 U. S. 90.]

SUPREME COURT OF THE UNITED STATES.

IN THE MATTER OF OF The application of JOSEPH KONRAD, individually and as Administrator of Paul Planovsky, Deceased, for a Writ of Mandamus against the Honorable E. Henry Lacombe, Circuit Judge of the United States for the Second Circuit, and against the Circuit Court of the United States for the Southern District of New York.	}

RETURN OF E. HENRY LACOMBE, CIRCUIT JUDGE OF THE UNITED STATES FOR THE SECOND CIRCUIT, AND THE [DISTRICT] COURT OF THE UNITED STATES FOR THE SOUTHERN DISTRICT OF NEW YORK.

TO THE HONORABLE MELVILLE W. FULLER, CHIEF JUSTICE OF THE UNITED STATES, AND THE ASSOCIATE JUSTICES OF THE SUPREME COURT OF THE UNITED STATES:

In compliance with the order to show cause why the prayer of petitioners should not be granted, issued by this Honorable Court on November 18, 1907, and served November 21, 1907, the above named Respondents do hereby respectfully present that:

On September 24, 1907, a bill in equity was filed in the United States [District] Court, Southern District of New York, by The Pennsylvania Steel Company and The Degnon Contracting Company, citizens and residents respectively of the States of Pennsylvania and New Jersey, against the New York City Railway Company, a citizen and resident of the State of New York, alleging the insolvency of the defendant and praying for the marshaling and administration of its assets; a subpœna was issued thereupon and service was made upon the defendant. An answer to the bill, admitting its allegations, was thereafter on the same day filed in said court and the bill and answer were presented to the respondent E. HENRY LACOMBE then holding said court. Copies of the bill, the subpœna, the Marshal's return, and the answer thereto are hereto annexed marked Exhibits A, A-2, A-3, and B. Counsel for the respective parties appeared and upon motion by complainants, not opposed but assented to by defendant, a decree appointing temporary receivers of the New York City Railway Company was signed and entered, a copy of which is hereto annexed marked Exhibit C. The receivers, Adrian H. Joline and Douglas Robinson, immediately qualified and entered upon the performance of their duties as receivers in accordance with the terms of said decree, Exhibit C. Subsequently, on Oct

tober 1, 1907, a petition was presented by the Metropolitan Street Railway Company, a copy of which petition is hereunto annexed marked Exhibit D. Attached to this petition, as Schedule A, was a copy of a lease between the Metropolitan Street Railway Company, as lessor, and the New York City Railway Company, which then bore the name of Interurban Street Railway Company, as lessee; and attached to said petition as Schedule B, was a copy of the mortgage of the Metropolitan Street Railway Company dated March 21, 1902, executed to the Morton Trust Company as trustee. On the same day (October 1), on notice to all the parties in said action, an order was made and entered granting the prayer of said petition, a copy of which is hereto annexed marked Exhibit E.

On October 8, the Morton Trust Company, trustee under the mortgage of the Metropolitan Street Railway Company dated March 21, 1902, filed a petition for leave to make the receivers parties to the suit it was about to begin, which petition was granted. (Exhibits F and G.) Thereupon, on October 9, a bill of complaint was filed by said Morton Trust Company. Said bill and the exhibits therein referred to are collectively marked Exhibit H. A subpœna was issued in said suit, and service of the same was made on October 9. Copies of the subpœna and the Marshal's return are hereto annexed, marked Exhibits H-2 and H-3. A decretal order was made on said bill (Exhibit J) appointing said Joline and Robinson as receivers of the property covered by said mortgage.

On October 7 upon return of the order to show cause (contained in the decree appointing temporary receivers dated September 24, 1907) why the receivership should not be continued durin gthe pendency of the suit, a public hearing was had and thereafter on October 9, 1907, a decree continuing said Joline and Robinson as receivers during the pendency of the suit was made and entered (Exhibit K) which was subsequently, on October 15, 1907, amended as to its recitals by an order (Exhibit L).

On October 25 a decretal order adjudicating the insolvency of the New York City Railway Company and appointing a Special Master to take proof of claims and directing public notice to be given of the time within which claims should be presented was made and filed (Exhibit M).

Petitions for leave to intervene, etc., were presented and argument had upon them on October 14. Copies of the petitions, marked Exhibits N-2 and N-3 and N-4 and of certain affidavits filed in opposition, marked Exhibits N-5, N-6 and N-7 are annexed.

The Court heard the counsel of the parties fully on all the questions raised thereby and decided the same and on November 6, in the exercise of its jurisdiction and official discretion made orders denying such petitions (Exhibits N and O).

On November 9 a decretal order adjudicating the insolvency of the Metropolitan Street Railway Company, appointing a Special Master to take proof of claims, and directing public notice to be given of the time within which claims should be presented was made and filed. (Exhibit P.)

On November 9 the Morton Trust Company presented to the Court a petition (Exhibit Q) stating that it was about to file a bill for the foreclosure of the mortgage made by the Metropolitan Street Railway Company to the petitioner dated March 21, 1902, and praying leave to make Adrian H. Joline and Douglas Robinson as receivers of the New York City

Railway Company and as receivers of the Metropolitan Street Railway Company, then in possession of the property embraced in the mortgage, parties defendant to said suit. On the same day the prayer of said petition was granted (Exhibit Q 2). Pursuant to said leave on the same day a bill of foreclosure was filed by the Morton Trust Company. Said bill and the exhibits therein referred to are hereto annexed, collectively marked Exhibit R. A subpœna was issued on said bill and service made thereof. Copies of the subpœna and the Marshal's return are annexed as Exhibit R 2 and R 3, respectively.

On November 19, upon motion, a decretal order (Exhibit S) was made appointing said Joline and Robinson under the bill of complaint to foreclose the mortgage dated March 21, 1902, receivers of the mortgaged premises and consolidating the two suits in which the Morton Trust Company is complainant.

Reasons for the making of the decrees or orders Exhibits C, E, K, N, and O appear in the three memoranda filed respectively on October 8, October 1, and October 28. Copies are annexed, marked Exhibits T, U and V. The other orders and decrees were entered because in the opinion of the Court the papers on which they were based, together with the earlier proceedings in the cause, indicated that such orders and decrees should be entered.

All orders and decrees were made upon due notice or upon the appearance of the parties, and in the exercise of the jurisdiction and official discretion of the respondents.

This return includes all papers in the case relating to any motion, petition, or application of Joseph Konrad, Daniel Gallagher, or Francis S. Reisenberg, and is confined to the record, in accordance with the respondent's construction of the purpose and intention of the order to show cause.

The receivers have duly qualified in accordance with the different orders appointing them or extending their receivership.

Since the appointment of the receivers they have incurred many obligations under contracts for necessary work, labor and materials, for supplies, repairs, replacements of property destroyed by fire, and for improvements necessary to enable them to comply with requirements of the State and local authorities as to the operation of the road. Annexed hereto is a petition of the receivers for authority to make expenditures, marked Exhibit W, and an order granting the prayer of the petition, marked Exhibit X. They have also incurred liabilities by reason of the fact that accidents have occurred during operation of the cars, in many instances through some negligence of their employees, which have resulted in personal injuries for which claims for damages have been or will be made.

Messrs. Byrne & Cutcheon, solicitors for the complainants in the original suit, and J. Parker Kirlin, Esq., solicitor for the Metropolitan Street Railway Company, having desired to be heard, in order to secure them such opportunity, the respondents hereby designate them or such associate counsel as they may select, to present this return and to file such brief and make such argument as may be required on the order to show cause.

Nov. 30th, 1907.

E. Henry Lacombe,
U. S. Circuit Judge.

[Seal U. S. Circuit Court.]

FORM LXXI.—WRIT OF MANDAMUS.

[7 Peters, 634, 648.]

Ex parte BRADSTREET, IN THE MATTER OF MARTHA BRADSTREET, Demandant.

Mr. Chief Justice MARSHALL.

UNITED STATES OF AMERICA, SS.

To the Honorable Alfred Conkling, Judge of the District Court of the United States for the Northern District of New York, GREETING:

Whereas, one Martha Bradstreet hath heretofore commenced and prosecuted in your court several certain real actions, or writs of right, in your court lately pending between the said Martha Bradstreet, demandant, and the following named tenants severally and respectively, to wit, Apollos Cooper and others (naming them). And whereas, heretofore, to wit, at a session of the Supreme Court of the United States, held at Washington on the second Monday of January, in the year 1832, it appeared, upon the complaint of the said Martha Bradstreet, among other things, that at a session of your said court, lately before holden by you, according to law, all and singular the said writs of right then and there pending before your said court, upon the several motions of the tenants aforesaid, were dismissed for the reason that there was no averment of the pecuniary value of the lands demanded by the said demandant in the several counts filed and exhibited by the said demandant against the several tenants aforesaid; which orders of your said court, so dismissing the said actions, were against the will and consent of said demandant; whereupon the said Supreme Court, at the instance of said demandant, granted a rule requiring you to show cause, if any you had, among other things, why a writ of mandamus from the said Supreme court should not be awarded and issued to you, commanding you to reinstate and proceed to try and adjudge, according to the law and right of the case, the several writs of right aforesaid, and the mises therein joined. And whereas, at the late session of the said Supreme Court held at Washington on the second Monday of January in the year 1833, you certified and returned to the said Supreme Court, together with the said rule, that after the mises had been joined in the several causes mentioned in the said rule, motions were made therein, on the part of the tenants, that the same should be dismissed upon the ground that the counts respectively contained no allegation of the value of the matter in dispute, and that it did not therefore appear, by the pleadings, that the causes were within the jurisdiction of the court: that, in conformity with what appeared to have been the uniform language of the national courts upon the question, and your own views of the law, and in accordance especially with several decisions in the [District] Court for the third circuit (see 4 Wash. C. C. Rep. 482, 624), you granted their motions; and assuming that the causes were rightly dismissed, it follows of course that you ought not to be required to reinstate them unless leave ought also to be granted to the demandant to amend her counts: and whereas, afterwards, to wit, at the same session of the said Supreme Court last aforesaid, upon consideration of your said re-

turn and of the cause shown by you therein against the said rule's being made absolute, and against the awarding and issuing of the said writ of mandamus, and upon consideration of the arguments of counsel, as well on your behalf, showing cause as aforesaid, as on behalf of the said demandant in support of the said rule, it was considered by the said Supreme Court, that you had certified and returned to the said court an insufficient cause for having dismissed the said actions, and against the awarding and issuing of the said writ of mandamus, pursuant to the rule aforesaid; the said Supreme Court being of the opinion, and having determined and adjudged upon the matter aforesaid, that in cases where the demand is not made for money, and the nature of the action does not require the value of the thing demanded to be stated in the declaration, the practice of the said Supreme Court and of the courts of the United States, is to allow the value to be given in evidence; that in pursuance of this practice, the demandant in the suits dismissed by order of the judge of the District Court had a right to give the value of the property demanded in evidence, either at or before the trial of the cause, and would have a right to give it in evidence in the said Supreme Court; consequently that she cannot be legally prevented from bringing her cases before the said Supreme Court; and it was also then and there considered by the said Supreme Court that the peremptory writ of the United States issue, requiring and commanding you, the said judge of the District Court, to reinstate and proceed to try and adjudge, according to the law and right of the case, the several writs of right and mises therein joined, lately pending in your said court between the said Martha Bradstreet, demandant, and Apollos Cooper and others, the tenants aforesaid; therefore you are hereby commanded and enjoined that immediately after the receipt of this writ, and without delay, you reinstate and proceed to try and adjudge, according to the law and right of the case, the several writs of right and the mises therein joined, lately pending in your said court between the said Martha Bradstreet, demandant, and the said Apollos Cooper and others, the tenants herein above named, so that the complaint be not again made to the said Supreme Court; and that you certify perfect obedience and due execution of this writ to the said Supreme Court, to be held on the first Monday in August next. Hereof fail not at your peril, and have then there this writ.

Witness the Honorable John Marshall, Chief Justice of said Supreme Court, the second Monday of January, in the year of our Lord one thousand eight hundred and thirty-three.

[SEAL.] W. T. CAROL,
Clerk of the Supreme Court of the United States.

FORM LXXII.—MOTION TO DISMISS APPEAL.

In the Supreme Court of the United States.

PERE ALFREDO LUIS BAGLIN, Superior-General of the Order of Carthusian Monks, for Himself and all other Members of said Order. Complainant, Appellant. *against* CUSENIER COMPANY, Respondent.	No. 614. October Term, 1908.

And now comes the Cusenier Company, the respondent above named, by A. L. Pincoffs and Roger Foster, its counsel, and moves to dismiss, with costs, the appeal taken herein by the above-named Pere Alfredo Luis Baglin, Superior-General of the Order of Carthusian Monks, for Himself and all other Members of said Order, upon the ground that this Court has no jurisdiction of the same, and because the said appeal is otherwise informal, irregular and insufficient, for the reason that the decree which the said appeal seeks to bring up for review is not a final decree, and for other reasons apparent upon the face of said papers.

In the Supreme Court of the United States.

PERE ALFREDO LUIS BAGLIN, Superior-General of the Order of Carthusian Monks, for Himself and all other Members of said Order. Complainant Appellant, *against* CUSENIER COMPANY, Respondent.	No. 614. October. Term, 1908.

SIR:

Please take notice that upon the affidavit of Jules Aubry, hereto annexed, sworn to on the 27th day of February, 1909, and upon the copy of the bill in equity in the [District] Court of the United States for the Southern District of New York, in the suit above entitled, and the decree of said Court upon said bill in equity, and upon the order and mandate of the Circuit Court of Appeals for the Second Circuit, upon the appeal from said decree, and the order thereupon of said [District] Court, copies of which are hereto annexed, and upon all the papers and proceedings herein, and upon the printed brief, a copy of which is herewith served upon you, we shall on Monday, the 22d day of March, 1909, and if motions are not then heard, at the next succeeding motion day of this Court, make and submit to the Supreme Court of the United States, at a stated term thereof, to be held in the Capitol, in the City of Washington, District of Columbia, the motion, a copy of which is hereto annexed; and that we shall also then and there move said Court for an order dismissing the appeal herein for want of jurisdiction, and because the same is otherwise irregular, informal and insufficient, for the reason that the decree which the said appeal seeks to bring up for review is not a final decree, and for other reasons which are apparent upon the face of said papers, and that we

shall then and there move for such other and further relief in the premises as may be just.

New York, February 27, 1909.

Yours, &c.,
A. L. PINCOFFS,
ROGER FOSTER,
Of Counsel for Cusenier Company, Respondent.

To PHILIP MAURO, Esq.,
Of Counsel for Complainant Appellant,
154 Nassau Street,
New York.

In the Supreme Court of the United States.

PERE ALFREDO LUIS BAGLIN, Superior-General of the Order of Carthusian Monks, for Himself and all other Members of said Order. Complainant Appellant, *against* CUSENIER COMPANY, Respondent.	No. 614. October. Term, 1908. (No. 21,410.)

UNITED STATES OF AMERICA,
Southern District of New York, } ss.
State of New York.

JULES AUBRY, being duly sworn, deposes and says: I reside in the City, County and State of New York. I am the vice-president of the Cusenier Company, which is the respondent above named.

On or about the 7th day of January, 1905, a bill in equity by the above-named complainant, appellant, against the Cusenier Company, was filed in the Clerk's office of the [District] Cort of the United States for the Southern District of New York. A copy of said bill in equity is hereto annexed, marked A. Said bill prays injunctive relief and an accounting as follows: "That said defendant may be compelled to account for all the profits, gains, savings and advantages derived or received by it by reason of the unlawful acts herein complained of." An appearance and answer traversing the material allegations thereof were duly filed by the said Cusenier Company to said bill. The general replication was thereafter filed by complainant. Testimony was taken by both parties in support of the issues raised by said answer and replication. On or about the 26th day of November, 1907, a decree was entered thereupon, after a hearing, a copy of which decree is hereunto annexed, marked B. Said decree enjoined the said Cusenier Company from using certain alleged trade-marks, and also from selling or offering for sale any liqueur or cordial not manufactured by complainant, in any dress or package like or simulating in any material respects the dress or package theretofore used by complainant. Said decree concluded as follows: "5. It is further adjudged, ordered and decreed, that the matter be referred to John A. Shields, Esq., as Master, to take the usual accounting and report to this Court with all convenient speed the amount of defendant's profits by reason of the in-

fringements and wrongs above referred to, together with the quantity of the infringing article now in possession or control of defendant or of any of its officers, servants or privies. 6. And it is further adjudged, ordered and decreed, that complainants do recover from defendant their taxable costs herein; and that execution issue for the same and for the amounts found due on the accounting."

Subsequently thereto, the said Cusenier Company duly appealed from said decree to the Circuit Court of Appeals of the United States for the Second Circuit. Said appeal duly came on to be heard. Subsequently thereto, and on or about the 21st day of August, 1908, the said Circuit Court of Appeals, after argument on behalf of both parties thereto, duly rendered its decision modifying the injunctive part of said decree and in other respects affirming the same and affirming so much thereof as directed an accounting. The said modification consisted in inserting in said decree after the words "or any of the trade-marks above referred to or any colorable imitation thereof" in the fourth paragraph of the said decree the following words: "unless so used as clearly to distinguish such liqueur or cordial from the liqueur or cordial manufactured by the complainants," and by striking out from the words in the same paragraph "from making use of any bottle or label or package," the words "bottle or," and by substituting therein for the word "package" the word "symbol," and by inserting in the same paragraph between the words "similar to" and "complainant's exhibit" the words "those appearing on." The order of said Circuit Court of Appeals therein is recited in its mandate. A mandate thereupon was duly issued from said Circuit Court of Appeals on or about the 22d day of August, 1908, a copy of which mandate is hereunto annexed, marked C. A copy of the order upon said mandate, which correctly recites the decision of said Circuit Court of Appeals, is hereunto annexed, marked D. On or about October 16, 1908, the said complainant obtained from the Honorable E. Henry Lacombe, United States Circuit Judge, an order allowing an appeal from the order for the mandate of the said Circuit Court of Appeals for the Second Circuit, made and entered on October 21, 1908. Said appeal has been docketed and is now pending on the calendar of this Court and is number 614 on the calendar for the October Term, 1908. Its file number is 4410. A citation thereunder has been served upon the Cusenier Company.

JULES AUBRY.

Sworn to before me this 27th day of February, 1909.

JAMES A. ALLEN,
Notary Public,
New York County.

[NOTARIAL SEAL.]

FORM LXXIII.—MOTIONS TO DISMISS AND TO AFFIRM.

THE NORTHERN PACIFIC RAILROAD COMPANY, Plaintiff in Error,
against
DOMINICK AMATO, Defendant in Error.

Now comes Dominick Amato, the defendant in error, by Roger Foster,

as counsel, and moves this Court to dismiss and quash the paper purporting to be a writ of error herein for want of jurisdiction and because the paper purporting to be a writ of error is informal, irregular and insufficient on the grounds stated in the annexed argument and upon other grounds; and the said defendant in error also moves this Court to affirm the judgments of the Circuit Court of Appeals and of the [District] Court herein upon the ground that it is manifest that the paper purporting to be a writ of error herein was taken for delay only, and that the question upon which it is claimed that the jurisdiction depends is so frivolous as not to need further argument.

ROGER FOSTER,
Attorney and Counsel for Defendant in Error.

FORM LXXIV.—NOTICE OF SUBMISSION OF MOTIONS TO DISMISS AND TO AFFIRM.

Sir—Please take notice that on the annexed verified statement of facts herein, and on all the papers and proceedings herein, I shall submit to the Supreme Court of the United States, at a Stated Term thereof, on Monday, February 29th, 1892, at the Capitol, in the City of Washington, in the District of Columbia, at the opening of the court on that day, or as soon thereafter as counsel can be heard, the motions of which the foregoing are copies; and that I shall submit with said motions and in support of the same the arguments annexed to said statement of facts.

New York City, New York, February 6, 1892.

Yours, &c.,
ROGER FOSTER,
Attorney and of Counsel for Defendant in Error,
35 Wall Street, New York.

To JAMES MCNAUGHT, ESQ.,
Attorney for Plaintiff in Error,
15 Broad Street, New York.

FORMS IN CRIMINAL PROCEDURE.

United States Commissioner's Forms.

[From Roe's Criminal Procedure in United States courts.]

FORM I.—COMPLAINT FOR WARRANT.

United States of America, } ss.
—— District of ——. }

Before —— ——, a United States commissioner for the —— district of ——, to take bail, etc.

—— ——, of ——, in the county of —— and state of ——, on oath, deposes and says that —— ——, late of the district aforesaid, heretofore, to wit, on the —— day of ——, A. D. 19—, at said district, did [*here insert the ground of complaint, stating facts necessary to constitute an offense against United States*] contrary to the form of the statute in such case made and provided, and against the peace and dignity of the United States.

Wherefore, the said deponent prays that the said —— —— may be apprehended and dealt with according to law.

And furthermore, the said deponent prays that —— ——, whom he has reason to believe and does believe are material witnesses to the subject-matter of this complaint, may be duly summoned to appear and give evidence thereto.

—— ——.

Subscribed and sworn to before me this —— day of ——, A. D. 19—.

—— ——, Commissioner of the [District] Court.

[Official Seal.]

FORM II.—WARRANT OF ARREST.

United States of America, } ss.
—— District of ——. }

The United States of America to the Marshal of the —— District of ——.

Greeting:

Whereas, —— —— has made complaint in writing under oath to me, the undersigned, a commissioner appointed by the [District] Court of the United States for the —— district of ——, to take bail, charging that —— —— did, on, to wit, the —— day of ——, A. D. 19—, at —— [*here set forth the offense charged in the complaint*] contrary to the form of the statute in such case made and provided and against the peace and dignity of the United States of America.

Now, therefore, you are hereby commanded, in the name of the United

States of America, to apprehend the said —— —— wherever found in your district, and bring his body forthwith before [*any proper officer having jurisdiction in the district*] at —— office in ——, that he may then and there be dealt with according to law for said offense.

And have you then and there this writ.

Given under my hand and seal, this —— day of ——, A. D. 19—.

—— ——,

Commissioner of the [District] Court for the —— District of ——.

[Official Seal.]

FORM III.—MITTIMUS PENDING EXAMINATION.

United States of America, }
—— District of ——. }
ss.

The United States of America to the Marshal of said District and to the Keeper of the Jail of the County of — in said District, Greeting:

Whereas, —— —— has been arrested and brought before me, —— ——, a United States commissioner for said district, to take bail, for examination, by virtue of a warrant issued by me, upon the complaint of —— ——, made before me in writing, on oath, charging the said —— —— with having on the —— day of ——, A. D. 19—, at said district —— [*here state the offense charged*] and said examination having been by me continued until the —— day of ——, A. D. 19—, at —— o'clock ——, for the races that —— you the said marshal are hereby commanded that you receive the said —— —— and commit him to the custody of the jailer of said county, and you the keeper of the said jail of said county, are hereby commanded to receive the said —— —— into your custody, there to remain until discharged by due course of law.

In witness whereof, I have hereunto set my hand and seal at my office in said district this —— day of ——, A. D. 19—.

—— ——, Commissioner as aforesaid.

[Official Seal.]

FORM IV.—FINAL MITTIMUS.

United States of America, }
—— District of ——. }
ss.

The United States of America, to the Marshal of the —— District ——, and to the keeper of the jail of the county of ——, in said District, Greeting:

Whereas, —— —— has been charged in writing, on oath, before me, the undersigned, a United States commissioner of said district, to take bail, with having committed an offense against the United States, in this: that the on the —— day of ——, A. D. 19—, at ——, in said district, did ——, and after an examination being this day had by me, it appearing to me that said offense had been committed, and probably cause being shown to believe that said —— —— committed said offense as charged, I have directed that the said —— —— be held to bail in the sum of $—— to

appear at the first day of the —— term, A. D. 19—, of the district court of the United States for the —— district of ——, and he having failed to give the required bail, now you, the said marshal, are commanded to commit him, the said —— —— to the custody of the keeper of said jail of the said county of ——, and you the keeper of said jail of the said county of ——, are hereby commanded to receive the said —— —— and him safely keep until discharged by due course of law.

In witness whereof, I have hereunto set my hand and seal, at my office in said district, this —— day of ——, A. D. 19—.

—— ——, Commissioner as aforesaid.

[OFFICIAL SEAL.]

FORM V.—RECOGNIZANCE OF ACCUSED PENDING EXAMINATION.

UNITED STATES OF AMERICA, }
—— District of ——. } ss.

Before me, —— ——, a United States commissioner for the —— district of ——, to take bail, personally appeared —— ——, and entered into recognizance as follows:

We —— ——, as principal, and —— ——, as sureties, of the county of —— and state of ——, acknowledge ourselves to owe and be indebted to the United States of America in the penal sum of $——, subject, however, to the following condition, to wit:

Whereas, the said —— —— has been charged on oath, in writing before me, commissioner as aforesaid, with having committed an offense against the United States, in this, that on the —— day of ——, A. D. 19—, at ——— in the ——district of ——, the said —— did ——, and upon said charge being made as aforesaid, the said ——, commissioner as aforesaid, did issue his warrant for the arrest of the said —— ——.

And whereas, the said ——, one of the parties above named, has been brought before me, the said —— ——, commissioner as aforesaid, to answer to the said charge, and the examination of the said —— —— has been continued by me until the —— day of ——, A. D. 19—, at —— o'clock ——.

Now, therefore, if the said —— —— shall be and appear before me, the said commissioner, at my office in the city of ——, in the said district, on the —— day of ——, A. D. 19—, at —— o'clock ——, and from day to day thereafter until discharged by the order of said commissioner, then and there to answer to the United States of America on said charge, abide the order of said commissioner and not depart from his presence without leave, then this recognizance to be void, otherwise to remain in full force and effect.

Witness our hand and seals this —— day of ——, A. D. 19—.

—— ——. [SEAL.]
—— ——. [SEAL.]
—— ——. [SEAL.]

Taken and acknowledged before me, this —— day of ——, A. D. 19—.

[OFFICIAL SEAL.] —— ——, Commissioner.

FORM VI.—FINAL RECOGNIZANCE OF ACCUSED.

UNITED STATES OF AMERICA, } ss.
—— District of ——. }

Before me —— ——, a United States commissioner of tthe —— district of ——, to take bail, personally appeared —— —— and entered into recognizance as follows:

We, —— ——, as principal, and —— ——, as sureties, of the county of —— and state of ——, acknowledge ourselves to owe and be indebted to the United States of America, in the penal sum of $——, to be levied of our respective goods and chattels, lands and tenants subject, however, to the following condition, to wit:

Whereas the said —— —— has been charged on oath, in writing, before the said —— ——, commissioner as aforesaid, with having committed an offense against the United States, in this, that on the —— day of ——, A. D. 19—, at —— in the —— district of —— the said —— —— did —— and upon said charge being made as aforesaid, the said —— ——, commissioner as aforesaid did issue his warrant for the arrest of the said —— ——.

And whereas, the said —— ——, one of the parties above named, has been brought before the said —— ——, commissioner as aforesaid, to answer to the said charge, and witnesses have been duly sworn and examined in relation to said charge, in presence of said —— —— and upon such examination, it appearing to the said commissioner that the offense with which the said —— —— stood charged as aforesaid, had been committed, and that there was probable cause to believe the said —— —— to be guilty thereof [*or*, the said —— —— having waived the examination] the said commissioner thereupon ordered the said —— —— to find sufficient bail in the sum of $——, for his appearance at the —— term of the district court of the United States for the —— district of ——, to be holden at the city of ——, on the —— day of ——, A. D. 19—, to answer all such matters and things pertaining to said charge as should be objected against him, and that in default of finding such bail the said —— —— should stand committed for trial.

Now, therefore, if the said —— —— shall personally be and appear before the said district court of the United States for the said district, at the —— term thereof, on the ——day of ——, A. D. 19—, to answer all such matters and things pertaining to the said charge as shall be objected against him, and abide the order of the court, and not depart the said court without leave, and make like appearance at each successive term of said court, until the charge shall have been duly disposed of, then this recognizance to be void, otherwise to remain in full force and virtue.

Witness our hands and seals this —— day of ——, A. D. 19—.

—— ——. [SEAL.]
—— ——. [SEAL.]
—— ——. [SEAL.]

Taken and acknowledged before me, this —— day of ——, A. D. 19—.
[OFFICIAL SEAL.] —— ——, Commissioner.

FORM VII.—RECOGNIZANCE OF WITNESSES.

UNITED STATES OF AMERICA, } ss.
—— District of ——. }

Be it remembered that on this —— day of ——, A. D. 19—, before me, —— ——, a United States commissioner of the —— district of ——, to take bail, personally come —— —— and acknowledge themselves to owe and be indebted to the United States of America in the full and just sum of $—— to be levied of their goods and chattels, lands and tenements, if default be made in the conditions following:

The conditions of this recognizance are such that if the above bounden —— —— shall personally appear before the district court of the United States for the —— district of ——, on the first day of the next term thereof, to be and held at ——, in said district, then and there to testify on behalf of the United States, in a cause wherein the said United States is plaintiff and —— —— is difendant, and shall not at any time be absent from said court without leave, then this recognizance to be void; otherwise to remain in full force and virtue.

In testimony whereof, the said obligors have hereunto set their hands and seals the day and year above written.

—— ——. [SEAL.]
—— ——. [SEAL.]
—— ——. [SEAL.]

Signed, sealed and acknowledged before me, this —— day of ——, A. D. 19—.

[OFFICIAL SEAL.] —— ——, Commissioner.

FORM VIII.—CERTIFICATE OF PROCEEDINGS.

THE UNITED STATES OF AMERICA } Charge:——
vs. }
—— —— }

I, —— ——, a United States commissioner for the —— district of ——, to take bail, do hereby certify that on the —— day of ——, A. D. 19—, —— —— came before me and made oath in writing, charging that on the —— day of ——, A. D. 19—, at ——, the defendant, —— ——, did ——; that I filed said affidavit and issued warrant for the arrest of the defendant and subpœnas for the following named witnesses in behalf of the United States, to wit, —— ——; that said warrant was returned served by arrest of said defendant at —— in said district, on the —— day of ——, A. D. 19—; that subpœnas were returned served on —— ——' at ——, in said district; that defendant and witnesses being present an examination was had and defendant required to give bail for his appearance at the —— term of the United States district court for said district, to be held on the —— day of ——, A. D. 19—, at ——, and that the witnesses were recognized to said term of said court. Copies of the process

and the recognizances of the defendant and witnesses are herewith returned into the clerk's office of said court.

In witness whereof I hereunto set my hand and seal, at my office in said district, this —— day of ——, A. D. 19—.

[OFFICIAL SEAL.] —— ——, Commissioner.

FORM X.—EXTRADITION WARRANT.

UNITED STATES OF AMERICA,
Southern District of New York. } ss.

Be it remembered, that on this —— day of ——, A. D. 19—, before me, the undersigned, a United States commissioner for the —— district of ——, to take bail, and duly authorized by the said court to issue warrants for the extradition of fugitives from justice of foreign governments, personally appeared —— ——, of ——, who being by me first duly sworn, upon oath states that —— —— did on the —— day of ——, A. D. 19—, at ——, within the jurisdiction and government of ——, commit the crime of ——, in that he did on the day and year last aforesaid at the place last aforesaid [*here state facts constituting the offense charged in terms covered by the treaty*], against the peace and government of the said ——: that the said —— —— is now a fugitive from justice of said ——, and that he did on or about the —— day of ——, flee into, and is now found within the limits of this judicial district.

Sworn to, and subscribed before me this —— day of ——, A. D. 19—, at my office, located at —— on —— street, in the city of ——, in said district.

[OFFICIAL SEAL.] —— ——, Commissioner.

FORM X.—EXTRADITION WARRANT.

UNITED STATES OF AMERICA,
—— District of ——. } ss.

In the matter of the application for the extradition of WALTER KONRAD GEISSLER, under the Treaty between the United States and Prussia of June 16, 1852.

To the United States Marshal for the Southern District of New York, and to his Deputies, or either of them:

WHEREAS: A warrant for the apprehension of Walter Konrad Geissler under the Treaty between the United States and the Kingdom of Prussia and other States of the Germanic Confederation was issued on the 22nd day of January, 1912, charging the said Walter Konrad Geissler with the crime of forgery within the jurisdiction of the Kingdom of Saxony.

WHEREAS: The said Walter Konrad Geissler was afterwards arrested and brought before me, and the said Walter Konrad Geissler having been duly informed of his rights, and the charge explained to him and that he was entitled to an examination on the charge and to the assistance of counsel, and having demanded an examination and such examination having been had,

I hereby commit the said Walter Konrad Geissler to the custody of the United States Marshal for the Southern District of New York, to be by him held in the proper jail until a warrant for the surrender of the said Walter Konrad Geissler shall issue according to the stipulations of the treaty or he shall be otherwise dealt with according to law.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my seal this 21st day of February, 1912.

THOS. ALEXANDER.

Commissioner's Seal.

U. S. Commissioner for the Southern District of New York, and duly appointed and authorized by the District Court of the United States for the Southern District of New York, to act as Commissioner under the laws of the United States concerning the extradition of fugitives from the justice of a foreign country under a treaty between the United States and any foreign country.

FORM XI.—CERTIFICATE OF EXTRADITION PROCEEDINGS.

THE UNITED STATES OF AMERICA,
—— District of ——. } In the matter of ——.

I, —— ——, a United States commissioner for the —— district of ——, being duly authorized by the said court to issue warrants for the extradition of fugitives from justice of foreign governments, do hereby certify that, pursuant to a complaint of —— ——, duly made on oath before me, charging —— —— with having committed the crime of —— within the jurisdiction and government of ——, and with being a fugitive from justice of said country, I issued my warrant for the arrest of the said —— ——, and by virtue thereof he was by the marshal of the United

States for said district arrested and brought before me for examination and hearing upon said charges, and that said examination and hearing was held on the —— day of ——, A. D. 19—, —— —— Esq., appearing as counsel for the [*foreign government*], and —— ——, Esq., appearing as counsel for the prisoner, and that I deem the evidence adduced before me sufficient to sustain the charges under the law, and the provisions of the treaty of extradition between the government of the United States and that of the [*foreign government*], and that I have accordingly, by my warrant under my hand and official seal dated this —— day of ——, A. D. 19—, committed him to the —— jail, to await the order of the president of the United States in the premises.

I further certify that the following is a true copy of all the testimony taken before me on said hearing and examination ——.

Witness my hand and seal this —— day of ——, A. D. 19—.

—— ——,

[OFFICIAL SEAL.] Commissioner of the [District Court of the United States for the —— District of ——.

FROM XII.—PROCEEDINGS UPON APPLICATION OF POOR CONVICT FOR DISCHARGE.

[From Roe's Criminal Procedure in United States Courts.]

UNITED STATES OF AMERICA.

—— DISTRICT OF ——.

UNITED STATES
vs.
—— ——.

Application for Discharge from Imprisonment under the Provisions of Section 1042 of the Revised Statutes of the United States.

To —— ——, a United States Commissioner for said district:

I hereby make application for discharge from imprisonment in —— county jail, under the provisions of section 1042 of the Revised Statutes of the United States; and in support thereof state that I was sentenced to pay a fine of —— dollars and costs by the district court of the United States for the —— district of ——; that I have been imprisoned for thirty days solely for non-payment of fine and costs, and that I am unable to pay the same.

—— ——, *Applicant.*

—— Dist. of ——.

FORM XIII.—MANDATE TO JAILER FOR THE PRODUCTION OF POOR CONVICT.

UNITED STATES OF AMERICA, } ss.
—— Dist of ——. }

The United States of America, to the Jailer of ——. GREETING:

Whereas, application has this day been made before —— ——, a commissioner of the [District] Court of the United States for said district, by —— ——, for a discharge from imprisonment in the jail of ——, under the provisions of section 1042 of the Revised Statutes of the United States.

This is therefore to command you to produce the body of said —— —— before said commissioner forthwith.

To the Marshal of said District to execute.

In testimony whereof, I hereunto set my hand at my office in ——, in said district, this —— day of ——, A. D. 19—.

—— ——,

[OFFICIAL SEAL.] United States Commissioner for the —— District of ——.

FROM XIV.—OATH OF POOR CONVICT.

UNITED STATES OF AMERICA.

—— DISTRICT OF ——.

UNITED STATES
vs.
—— ——.

Application for discharge from imprisonment under the provisions of section 1042 of the Revised Statutes.

I, —— ——, do solemnly swear that I have not any property, real or personal, to the amount of twenty-five dollars, except such as is by law exempt from being taken on civil precept for debt by the laws of ——: and that I have no property in any way conveyed or concealed, or in any way disposed of, for my future use or benefit. So help me God.

Subscribed and sworn to before me, this —— day of ——, A. D. 19—.

—— ——.

[OFFICIAL SEAL.] United States Commissioner for the —— District of ——.

FORM XV.—CERTIFICATE OF DISCHARGE OF POOR CONVICT.

UNITED STATES OF AMERICA, —— District of ——. } *Set.*

UNITED STATES vs. —— —— }

Application for discharge from imprisonment under section 1042 of the Revised Statutes.

It appearing to the commissioner that —— ——, the above-named defendant, has been imprisoned in the Sangamon county jail for the period of thirty days, solely for the non-payment of a fine and costs adjudged against him by the district court of the United States for the —— district of ——, that he is unable to pay the same, and has complied with all the requirements of law.

It is therefore ordered, that said —— —— be discharged from further imprisonment and go hence without day.

United States Commissioner for the — —District of ——.

—— day of ——, A. D. 19—.

MARSHALS' AND CLERKS' FORMS.

[From Roe's Criminal Procedure in United States Courts.]

FORM XVI.—BENCH WARRANT ON CAPIAS.

DISTRICT COURT OF THE UNITED STATES OF AMERICA, —— District of ——. } ss.

The United States of America, to the Marshal of the —— District of ——, GREETING:

We command you to take —— ——, if —— be found in your district, and —— safely keep, so that you have —— before our judge of our district court of the United States for the —— district of ——, at the —— term thereof —— holden at ——, in the district aforesaid —— to answer unto the United States of America, in an indictment for ——, and have you then and there this writ.

Witness, the Hon. —— ——, Judge of our said Court, at ——, aforesaid, this —— day of ——, in the year of our Lord one thousand nine hundred and —— and of our Independence the one hundred and ——.

[OFFICIAL SEAL.]

—— ——, Clerk.

FORM XVII.—RETURN TO BENCH WARRANT OR CAPIAS.

I certify, that on the —— day of ——, A. D. 19—, at ——, in my district, I arrested the within named —— —— and have him in my cus-

tody, as I am within commanded: and that I am unable to find the within named —— —— in my district.

Dated this —— day of ——, A. D. 19—.

—— ——, United States Marshal,
by —— ——, Deputy.

FORM XVIII.—CAPIAS PRO FINE.

DISTRICT COURT OF THE UNITED STATES OF AMERICA, —— District of ——. } ss.

The United States of America, to the Marshal of the —— district of ——.

GREETING:

We command you that you take —— ——, if —— be found in your district, and —— safely keep, so that you have —— before our judge of our district court of the United States for the —— district of ——, at the —— term thereof —— holden at ——, in the district aforesaid —— to answer unto the United States of America, —— for —— dollars fine, and —— dollars and —— cents costs, lately in said court adjudged against him for —— together with —— dollars and —— cents accrued clerk's fees, and have you then and there this writ.

Witness, the Hon. —— ——, Judge of our said Court at ——, aforesaid, this —— day of —— in the year of our Lord one thousand nine hundred and —— of our Independence the one hundred and ——.

[OFFICIAL SEAL.]

—— ——, Clerk.

FORM XIX.—RETURN TO CAPIAS PRO FINE.

I certify that on the —— day of ——, A. D. 19—, at —— in my district, I arrested the within named —— —— and have him here in my custody, as I am within commanded: [*or in case of payment of fine and costs to marshal*] and the within mentioned fine and costs, being on the —— day of ——, A. D. 19—, at ——, paid by him in full he was then and there discharged from custody, and the amount of said fine and costs ($——) is herewith returned into court.

Dated this —— day of ——, A. D. 19—.

—— ——, United States Marshal,
by —— ——, Deputy.

FORM XX.—ATTACHMENT FOR CONTEMPT.

DISTRICT COURT OF THE UNITED STATES, —— District of ——. }

The United States of America, to the Marshal of the —— District of ——.

GREETING:

We command you, that you attach —— ——, if they be found in your district, and them safely keep, so that you have them before us, the

district court of the United States for the —— district of ——, at the term thereof now being holden at ——, in the district aforesaid, forthwith, to answer to the United States of America for certain trespasses and contempts brought against them in our court before us, and have you then and there this writ.

Witness, the Hon. —— ——, judge of our said court at ——, aforesaid, this —— day of ——, A. D. 19—, and of our Independence the ——.

[Official Seal.]

—— ——, Clerk.

FORM XXI.—RETURN TO ATTACHMENT.

I have executed this writ by arresting —— —— at ——, and have them now here in court as I am herein commanded, this —— day of ——, A. D. 19—: the within named —— —— not found in my district.

—— ——, United States Marshal.

by —— ——, Deputy.

FORM XXII.—WARRANT FOR REMOVAL OF PRISONER TO ANOTHER DISTRICT.

The United States of America, to the Marshal of the —— District of ——, Greeting:

Whereas, it appearing to me that —— —— has been duly committed by —— ——, a United States commissioner for the —— district of ——, upon the charge of having on the —— day of ——, A. D. 19—, at ——, in the —— district of ——, committed an offense against the United States in this, that the said —— —— did then and there, at said district ——, and still remains and now is in the jail of —— county, within the —— district of ——, there to remain under said commitment, until he shall be discharged by due course of law, or be removed into the district where said offense was committed; and whereas, the said —— —— is unable to give bail, you are therefore hereby commanded to take the body of the said —— —— and deliver him into the custody of the marshal of the United States for the said —— district of ——, to be there dealt with according to law; and do you then and there make return of this writ into the clerk's office of the said —— district of ——.

In testimony whereof, I have hereunto set my hand and the seal of the said district court for the —— district of ——, this —— day of ——, A. D. 19—, and of the Independence of the United States the one hundredth and ——.

[Official Seal.] —— ——, District Judge.

FORM XXIII.—RETURN TO WARRANT FOR REMOVAL OF PRISONER.

I received the within writ on the —— day of ——, A. D. 19—, and in obedience thereto, did, on the —— day of ——, A. D. 19—, take the

within named —— —— and transport and deliver him into the custody of the United States marshal for the —— district of ——, at ——.

—— ——, United States Marshal,
by —— ——, Deputy.

FORM XXIV.—RECEIPT OF MARSHAL FOR PRISONER.

Received of —— ——, United States marshal for the —— district of ——, this —— day of ——, A. D. 19—, the body of the within named —— ——.

—— ——, United States Marshal for the —— district of ——.

FORM XXV.—VENIRE FACIAS.

DISTRICT COURT OF THE UNITED STATES.
—— District of ——. } ss.

THE UNITED STATES OF AMERICA.

To the Marshal of the —— District of ——. GREETING:

We command you to summon —— ——, if they be found in your district, to be and appear before our judge of our district court of the United States for the —— district of ——, at the next term thereof, to be holden at ——, in the district aforesaid, on the —— day of —— next, to serve as —— jurors for said court, and have you then and there this writ.

Witness, the Hon. —— ——, Judge of our said Court, at —— aforesaid, this —— day of ——, in the year of our Lord one thousand nine hundred and ——, and of our Independence the one hundred and ——.

[OFFICIAL SEAL.]

—— ——, Clerk.

FORM XXVI.—COMMITMENT TO PENITENTIARY.

At a session of the —— court of the United States of America for the —— district of ——, held at ——, in the said district, on the —— day of ——, in the year of our Lord one thousand nine hundred and —— were had the following proceedings:

UNITED STATES OF AMERICA.
—— District of ——. } ss.

In the —— Court, —— Term, 19—.
Present: The Honorable —— ——, Judge.

THE UNITED STATES
vs.
—— ——. } Indictment.

The prisoner, ——, having been indicted and arraigned, and having

been tried and convicted of the offense of ——, and having nothing to say why sentence should not be pronounced against him, the court does now adjudge and sentence the said —— —— for the said offense by him committed, to be imprisoned in the —— at —— (and confined at hard labor) for the term of ——, and to pay the costs of this prosecution, amounting to the sum of —— dollars and —— cents, and to stand committed until the amount of said costs shall have ben fully paid.

And it is further ordered and adjudged that the marshal transport the said —— —— to the said ——, and deliver him the said —— to the keeper of the said ——, and that the said keeper detain the said —— —— according to this sentence; and that the clerk of this court immediately certify under the seal of the court, and deliver to the marshal of the district, a copy of this judgment, sentence and order, to accompany the body of the said —— —— and to be left therewith at the said ——the said copy to be warrant and authority for the transportation and imprisonment of the said ——, as hereinbefore provided.

I, —— ——, clerk of the —— court of the United States for the —— district of ——, do hereby certify the foregoing to be a true copy of an original judgment, sentence and order of the said court, as filed in my office.

In testimony whereof, I have hereunto set my hand and affixed the seal of the said court, at —— in said district, this —— day of ——, in the year of our Lord one thousand nine hundred and ——, and of the Independence of the United States the one hundred and ——.

[Official Seal.] —— ——, Clerk.

FORM XXVII.—MARSHAL'S RETURN TO COMMITMENT TO PENITENTIARY.

I have executed the within writ by transporting the within named —— —— to ——, and delivering him to the keeper of the —— together with a certified copy of the within mentioned judgment, sentence and order, as I am therein commanded, this —— day of ——, A. D. 19—.

—— ——, United States Marshal,
by —— ——, Deputy.

FORM XXVIII.—CRIMINAL INFORMATION.

[From Roe's Criminal Procedure in United States Courts.]

United States of America,
—— District of —. } ss.

At the —— term of the —— court of the United States for the —— district of ——, in the year of our Lord one thousand nine hundred and ——, leave being first had and obtained, comes —— ——, attorney for the United States for said district, and informs the court that, as appears from a complaint, under oath, now placed on file herewith, one —— ——, late of the district aforesaid, heretofore, to wit; on the —— day of ——, A. D. 19—, within the said district, unlawfully did then

and there, on the day and year last aforesaid, —— contrary to the form of the statute in such case made and provided and against the peace and dignity of the United States of America.

—— ——, United States Attorney.

FORM XXIX.—INDICTMENT.—GENERAL FORM.

[From Roe's Criminal Procedure in United States Courts.]

UNITED STATES OF AMERICA. } ss.
—— District of ——. }

Of the —— term of the —— court of the United State of America, within and for the —— district of ——, in the year of our Lord one thousand nine hundred and ——.

The grand jurors of the United States of America, chosen, selected, and sworn, within and for the —— district of ——, in the name and by the authority of the United States of America, upon their oaths do find and present that —— ——, late of the district aforesaid, heretofore, to wit: On the —— day of ——, in the year of our Lord one thousand nine hundred and ——, and within the said —— district of ——, unlawfully did then and there ——, contrary to the form of the statute in such case made and provided, and against the peace and dignity of the United States of America.

2d. And the grand jurors aforesaid, upon their oaths aforesaid, in the name and by the authority of the United States aforesaid, do further find and present that —— ——, late of the district aforesaid, heretofore, to wit: On the —— day of ——, in the year of Our Lord one thousand nine hundred and ——, and within said —— district of ——, unlawfully then and there, on the day and year last aforesaid, at said district, did ——, contrary to the form of the statute in such case made and provided, and against the peace and dignity of the United States of America.

—— ——, United States Attorney.

[Endorsement.]

A true bill.

—— ——, Foreman of Grand Jury.

FORM XXX.—INDICTMENT FOR OFFENSE ON THE HIGH SEAS.

[From Roe's Criminal Procedure in United States Courts.]

UNITED STATES OF AMERICA. } ss.
—— District of ——. }

Of the —— term of the —— court of the United States of America, within and for the —— district of —— in the year of our Lord one thousand nine hundred and ——.

The grand jurors of the United States of America, chosen, selected and sworn within and for the —— district of ——, in the name and by the authority of the United States of America, upon their oaths do

and present that —— ——, late of the district aforesaid, heretofore, to wit: On the —— day of —— in the year of our Lord one thousand nine hundred and ——, on the high seas, within the admiralty and maritime jurisdiction of the United States, and out of the jurisdiction of any particular state, and within the jurisdiction of this court, in and on board a certain vessel, to wit: the ship called —— [*or* a vessel the name whereof is to the jurors aforesaid unknown], the same being then and there owned by and belonging in whole or in part to a citizen or citizens of the United States, to wit: —— ——, late of the district aforesaid [*or* to the jurors aforesaid unknown], did ——, contrary to the form of the statute in such case made and provided, and against the peace and dignity of the United States of America.

—— ——, United States District Attorney.

[Endorsement.]

A true bill.

—— ——, Foreman of the Grand Jury.

FORM XXXI.—INDICTMENT FOR OFFENSE COMMITTED AT A PLACE WITHIN EXCLUSIVE JURISDICTION OF THE UNITED STATES.

[From Roe's Criminal Procedure in United States Courts.]

UNITED STATES OF AMERICA, —— District of ——. } ss.

Of the —— term of the —— court of the United States of America, within and for the —— district of ——, in the year of our Lord one thousand nine hundred and ——.

The grand jurors of the United States of America, chosen, selected and sworn within and for the —— district of ——, in the name and by the authority of the United States of America, upon their oaths do find and present that —— ——, late of the district aforesaid, heretofore, to wit: On the —— day of ——, in the year of our Lord one thousand nine hundred and ——, within the (navy yard) in the city of ——, in the district aforesaid, the site of which said (navy yard) had been before the said —— day of ——, in the year last aforesaid, ceded to the United States, and which said (navy yard) was then and there a place under the sole and exclusive jurisdiction of the United States, and out of the jurisdiction of any particular state, and within the jurisdiction of this court, did ——, contrary to the form of the statute in such case made and provided, and against the peace and dignity of the United States of America.

—— ——, United States District Attorney.

[Endorsement.]

A true bill.

—— ——, Foreman of the Grand Jury.

FORM XXXII.—CONSOLIDATED INDICTMENT FOR VIOLATION OF NATIONAL BANKING LAWS.

[U. S. v. Morse 161 Fed. 419.]

FOR THE SOUTHERN DISTRICT OF NEW YORK.

Of the January Term, in the year nineteen hundred and eight.

Southern District of New York, ss.: The Grand Jurors for the United States of America, empanelled and sworn in the Circuit Court of the United States for the Southern District of New York, and inquiring for that district, upon their oath present, that before and during the three years last past, under the laws of the United States, all banking associations organized, established and existing, and in operation and doing business, under and by virtue of the laws of the United States concerning national banks have been subjected to visitation, and their books, papers and records to examination and security, by agents appointed in accordance with law by the Comptroller of the Currency of the United States to examine the affairs of such associations and report in detail to him the condition of the same, and whether any improper investments or uses were made of the moneys, funds and credits of such associations, in order that he might approve or disapprove of the management of the affairs of such associations and take appropriate action in the performance of his duties under the various provisions of the said laws in that behalf made; that under such laws, every such association, upon request being made therefor from time to time by the said Comptroller, has been required to make and transmit to to him not less than five reports during each year, according to the form prescribed by him, which reports were required to be verified and attested in accordance with law, and to exhibit in detail and under appropriate heads, the resources and liabilities of each such association at the close of business on past days specified by the said Comptroller in making his several requests for the same, and particularly the total amounts of money loaned by each such association respectively upon promissory notes, and the total amounts of bonds, securities, etc., including corporate stocks, owned by such association; that inasmuch as each such association established and doing business in the Borough of Manhattan, in the City of New York, has done such a great volume of business that it has been required to employ numerous clerks and bookkeepers to keep the books of account of the same and make up the aforesaid reports for verification, attestation and transmittal to the said Comptroller, the work of keeping such books and making such reports has been to a certain extent necessarily mechanical, and entries once made in such books have in due course of business appeared in or been the basis of other entries which appeared in and have necessarily affected the said reports so made by the said agents to the said Comptroller, as well as those made by the said association to the said Comptroller, and those made as hereinafter set forth by the Comptroller to Congress, without such clerks or bookkeepers necessarily having any knowledge of the truth or falsity of such entries or of

the true circumstances underlying the making of the same, or pertaining to the transactions upon which they were respectively based that in so examining the affairs of any such association in the said borough, the said agents so appointed by the said Comptroller for that purpose have been compelled, by reason of the great volume of business transacted by such associations, to accept the said books and the entries so made in the same as true, when the same appeared to be consistent and regular, and especially when entries showing loans were accompanied by entries, records or share-certificates showing the possession by the said association of apparent collateral security for such loans—it having been impracticable for such agents to inquire into the circumstances underlying the making of each such entry or pertaining to the transactions upon which they were based; and that the said Comptroller by law has been required to make an annual report to the Congress of the United States, at the commencement of its session, exhibiting, amongst other things, a summary of the state and condition of every such association from which such reports have been received by him during the year preceding the making of each such report; which said reports to Congress have necessarily been compiled from and based upon the reports so made to the said Comptroller by the said agents and by the said associations, and have been and are of great importance and indispensable as aids to the performance by the Government of the United States, through the said banking associations, of its official functions pertaining to the borrowing of money on the credit of the United States, to the obtaining of money, through taxes, duties, imposts, and excises, for its use, and to the providing of agencies for its fiscal operations and a stable and uniform currency for the use of its people.

And so the Grand Jurors aforesaid, upon their oath aforesaid, do say, that the said agents appointed to examine the affairs of the said associations in the said borough have, in manner and form aforesaid, been charged with the execution of a governmental duty in ascertaining the true state and condition of the affairs of such associations, and reporting the same to the said Comptroller; and the said Comptroller has been charged with the execution of a governmental duty in receiving and considering such reports from the said agents and associations and approving or disapproving of the management of the affairs of such associations, as shown by such reports, and acting as required by law in either case, and also in reporting to the Congress a summary of the state and condition of such associations as they appear from such reports and the United States has had important fiscal and other governmental functions to perform in the premises.

And the Grand Jurors aforesaid, upon their oath aforesaid, do further present, that Charles W. Morse and Alfred H. Curtis, each late of the said Borough of Manhattan, in the said City of New York and in the said Southern District of New York, at all times from March 28th, 1905, to October 21st, 1907, at and within the said Borough, City and District, were Directors and were officers, to wit, Vice-President and President respectively, of The National Bank of North America, in New York, which then and there was a banking association theretofore organized and established, and then and there existing and in operation and doing business, under and by

virtue of the laws of the United States concerning national banks; that the said Charles W. Morse and Alfred H. Curtis, so being such officers of said association, and well knowing all the premises aforesaid, there and then, to wit, on the eighth day of December, in the year nineteen hundred and five, at and within the borough, city and district aforesaid, unlawfully did conspire, combine, confederate and agree together, and with divers other persons to the said Grand Jurors unknown, knowingly, wickedly and corruptly to defraud the United States of, concerning and in respect to its governmental functions aforesaid, in the manner and for the purpose in this indictment next set forth, that is to say:

Notwithstanding, as they the said Charles W. Morse and Alfred H. Curtis and said other conspirators then and there well knew, the said association then was not, by the said laws, permitted to deal in shares of the capital stock of corporations or banking associations, and was not permitted to invest its moneys, funds and credits in or to hold such shares upon speculation, but was, on the contrary, by those laws, prohibited from so doing; and notwithstanding, as they the said Charles W. Morse and Alfred H. Curtis and said other conspirators also then well knew, such dealings, holdings, and investments would involve an unlawful and improper disposition and use of such moneys, funds and credits of the said association, and be calculated to injure the business and credit of the same, and impair its capital; and notwithstanding, as they the said Charles W. Morse and Alfred H. Curtis and said other conspirators also then well knew, the books and records of the said association and its said reports to the said Comptroller should truly show such dealings, purchases, holdings and investments according to the fact, if they were made or existed to the end that the said agents and the said Comptroller might perform their said governmental duties and the United States its said governmental functions in the premises; and notwithstanding, also, as they the said Charles W. Morse and Alfred H. Curtis and said other conspirators then well knew, the making of false, deceitful and untrue entries pertaining to such dealings, purchases, investments and holdings, in the said books and reports would, if discovered, subject the affairs and management of the said association to the criticism and adverse official action of the said Comptroller and be calculated to injure the said association, the said Charles W. Morse and Alfred H. Curtis, being then actively engaged in the management of the business and affairs of the said association and possessed of a power of control, direction and management over the said moneys, funds and credits of the same, and well knowing all the premises set forth in this indictment, as aforesaid, were, under the terms of the said unlawful conspiracy, combination, confederation and agreement, to apply certain large sums of the moneys, funds and credits of the said association to the purchase from time to time thereafter, on behalf of the said association, and upon speculation, of large numbers of the shares of the capital stock of various corporations and associations, and to invest these moneys, funds and credits in the same, for holding by the said association of which they were officers as aforesaid, until a favorable opportunity for selling and disposing of the same should arise; and were to cause the said association to deal in such shares; and, in order to conceal

the fact that such transactions were made, and to deceive the said Comptroller and the agents appointed by him to examine the affairs of the said association, and procure the unwitting approval of the said agents and of the said Comptroller of such transactions, and thereby deceive and mislead such agents the said Comptroller and the Congress, and defraud the United States of its aforesaid governmental functions, the said Charles W. Morse and Alfred H. Curtis and said other conspirators under the terms of the said unlawful conspiracy, combination, confederation and agreement, were, at the several times of so applying the said sums to the purchase of the shares of stock aforesaid, to procure financially irresponsible persons from time to time to make and execute promissory notes in favor of the said association in the several amounts of the moneys, funds and credits so applied to the purchase of and investment in such shares of stock, and were to purchase such shares of stocks in the names of such individuals or firms as should be found convenient (so that it was not done in the name of the said association), and place those notes and the shares of stock so obtained among the records and assets of the said association as though the said notes were true and *bona fide* promissory notes made in due course of and representing legitimate banking transactions and as though the said shares of stock were in fact collateral security for such notes, and were thereby to cause the transactions pertaining to such purchases and investments to be entered upon the books and records of the said association in due course of business, by its clerks and bookkeepers, as loans of money upon such promissory notes and collateral, to the persons so making and executing the said notes, in such manner as (by reason of the facts pertaining to the due course of business herein above set forth) to cause and ensure such transactions being considered by such agents, and reported by such agents and by the said association to the Comptroller, as *bona fide* loans of the moneys, funds and credits of the said association upon such notes and security, when no such loans were in fact made and when such shares of stock were in truth the property of the said association and thereby to that extent vitiate the said annual reports of the said Comptroller to Congress covering such transactions, and to prevent the due performance of his other duties in the premises and to render impossible the due performance in the premises of the respective official functions of the Congress and of the Government of the United States.

And the jurors aforesaid, upon their oath aforesaid, do further present, that none of the dealings, investments and purchases of the shares of the capital stock aforesaid, with the moneys, funds and credits of the said banking association under the terms of the said unlawful conspiracy, combination, confederation and agreement, were to be necessary to prevent loss upon any debt or debts to the said association contracted in good faith previous to the making of such purchases.

OVERT ACTS.

1. And the Grand Jurors aforesaid, upon their oath aforesaid, do further present, that in pursuance of the said unlawful conspiracy, combination, confederation and agreement, and to effect the object of the same, the said

Alfred H. Curtis afterwards, to wit, on the said eighth day of December, in the year nineteen hundred and five, at and within the borough, city and district aforesaid, unlawfully did sign his name, to wit, A. H. Curtis, to a certain cashier's check, that is to say, a cashier's check which, with his said signature, then and there was and is of the tenor following:

No. 33971 New York Dec. 8 1905 190

The National
Bank of North Ameriet

Pay to the order of John F. Carroll Twenty thousand seven hundred & seven $^{17}/_{100}$ dollars

A. H. Curtis.
President Cashier

$20707 17
Cashier's check

2. And the Grand Jurors aforesaid, upon their oath aforesaid, do further present, that in pursuance of the said unlawful conspiracy, combination, confederation and agreement, and to affect the object of the same, the said Charles W. Morse, afterwards, to wit, on the fifteenth day of January, in the year nineteen hundred and six, at and within the borough, city and district aforesaid, unlawfully did write, upon the back of a certain paper envelope then bearing upon its face, written in ink, the following direction and address, to wit:

Mr. Alfred H. Curtis

National Bank of North America
New York City:

a certain pencil memorandum containing the following words and figures, to wit:

R. W. Poor	
1000	43,500—
W. M. Oler	
1000	43,500—
Whiting	
2000	87,000—
	#174,000—
	135
	#39,000—
	500
	#38,500—
	25
	#13,500—

3. And the Grand Jurors aforesaid, upon their oath aforesaid, do further

present, that in pursuance of the said unlawful conspiracy, combination, confederation and agreement, and to effect the object of the same, the said Alfred H. Curtis, afterwards, to wit, on the said fifteenth day of January, in the year nineteen hundred and six, at and within the borough, city and district aforesaid, unlawfully did write upon the back of the said envelope a certain pencil memorandum of the tenor following, to wit:

Jessie Brown.

1006
5t Ave

4. And the Grand Jurors aforesaid, upon their oath aforesaid, do further present, that in pursuance of the said unlawful conspiracy, combination, confederation and agreement, and to effect the object of the same, the said Alfred H. Curtis, afterwards, to wit, on the said fifteenth day of January, in the year nineteen hundred and six, at and within the borough, city and district aforesaid, unlawfully did deliver to one Frank C. Pringle, who was then and there a clerk of and in the said banking association, the said paper envelope so containing the said direction and address and the said memoranda.

5. And the Grand Jurors aforesaid, upon their oath aforesaid, do further present, that in pursuance of the said unlawful conspiracy, combination, confederation and agreement, and to effect that the object of the same, the said Alfred H. Curtis afterwards, to wit, on the said fifteenth day of January, in the year nineteen hundred and six, at and within the borough, city and district aforesaid, unlawfully did sign his name, to wit, A. H. Curtis, to a cashier's check which with his said signature, then an dthere was and is of the tenor following:

No. 34443 New York Jan 15 1906 190
The National
Bank of North Americt
Pay to the order of credit of
Jessie Brown
Thirty-eight thousand eight
hundred & sixty-five dollars
A. H. Curtis
$38,865# President Cashier
Cashier's check

6. And tthe Grand Jurors aforesaid, upon their oath aforesaid, do ther present, that in pursuance of the said unlawful conspiracy, combination, confederation and agreement, and to effect the object of the same, the said Alfred H. Curtis afterwards, to wit, on the eleventh day of January, in the year nineteen hundred and six, at and within the borough, city and district aforesaid, unlawfully did sign his name, to wit, A. H. Curtis, to a certain other cashier's check upon the said association, that is to say,

a cashier's check which, with his said signature, then and there was and is of the tenor following:

No. 34600 New York Jan 26, 1906 190
The National
Bank of North Americt
Pay to the order of John F. Carroll Esq
or C. W. Morse Esq
Twelve thousand six hundred &
seventy-eight dollars
A. H. Curtis,
President Cashier
$12,678#
Cashier's check

7. And the Grand Jurors aforesaid, upon their oath aforesaid, do further present, that in pursuance of the said unlawful conspiracy, combination, confederation and agreement, and to effect the object of the same, the said Charles W. Morse afterwards, to wit, on the said eleventh day of January, in the year nineteen hundred and six, at and within the borough, city and district aforesaid, having then and there in his hands the cashier's check last above mentioned, unlawfully did stamp and place upon the back of the same an endorsement in the following words, to wit:

Pay to The National Bank of North America in New York, N. Y., or order. C. W. Morse.

8. And the Grand Jurors aforesaid, upon their oath aforesaid, do further prsent, that in pursuance of the said unlawful conspiracy, combination, confederation and agreement, and to effect the object of the same, the said Charles W. Morse afterwards, to wit, on the twenty-sixth day of January, in the year nineteen hundred and six, at and within the borough, city and district aforesaid, having then and there in his hands a certain check of the tenor following:

No. 34600 New York Jan 26, 2906 190
The National
Bank of North America
Pay to the order of K. A. Wilson Eighty seven hundred & fity dollars.
J. F. Sweasy
A Cashier
$8750#
Cashier's check

which check bore an endorsement by the payee thereof, to wit, the written matter following: K. A. Wilson,—unlawfully did stamp and place upon the back of the same check an endorsement in the words which here follows, that is to say:

Pay to The National Bank of North America in New York, N. Y., or order. C. W. Morse.

9. And the Grand Jurors aforesaid, upon their oath aforesaid, do fur-

ther present, that in pursuance of the said unlawful conspiracy, combination, confederation and agreement, and to effect the object of the same, the said Charles W. Morse afterwards, to wit, on the thirtieth day of March, in the year nineteen hundred and six, at and within the borough, city and district aforesaid, having then and there in his hands a certain other check, to wit, a check of the tenor following:

No. 35255 New York Mar 30 1906 190
The National
Bank of North America
Pay to the order of C. W. Morse Esq Forty four thousand and four hundred & sixty six 04 dollars
E. B. Wire
$44466 04/100 Cashier
Cashier's check

unlawfully did stamp and place upon the back of the last mentioned check his endorsement thereof in the words which here follow, to wit:

Pay to the National Bank of North America in New York, N. Y., or order. C. W. Morse.

10. And the Grand Jurors aforesaid, upon their oath aforesaid, do further present, that in pursuance of the said unlawful conspiracy, combination, confederation and agreement, and to effect the object of the same the said Charles W. Morse afterwards, to wit, on the first day of April, in the year nineteen hundred and six, at and within the borough, city and district aforesaid, having then and there in his hands a certain other check, to wit, a check of the tenor following:

No. 35410 New York Apr 10 1906 190
The National
Bank of North America
Pay to the order of C. W. Morse One hundred & six thousand dollars E. B. Wire
$236,500# Cashier
A. Rado
L. C.
Cashier's check

unlawfully did stamp and place his endorsement upon the said check in the words which here follow, to wit:

Pay to the National Bank of North America in New York, N. Y., or order. C. W. Morse.

11. And the Grand Jurors aforesaid, upon their oath aforesaid, do further present, that in pursuance of the said unlawful conspiracy, combination, confederation and agreement, and to effect the object of the same, the said Charles W. Morse afterwards, to wit, on the tenth day of April, in the year nineteen hundred and six, at and within the Borough, City and

district aforesaid, having then and there in his possession a certain other to wit, a check of the tenor following:

No. 35400 New York Apr 9 1906 190
The National
Bank of North America
Pay to the National Bank of North America in New York,
thousand # Dollars J. F. Sweasy
$84,000# A Cashier
A. Rado
L. C.
Cashier's check

unlawfully did stamp and place his endorsement upon the last mentioned check in the words following, that is to say:

Pay to The National Bank of North America in New York,
N. Y., or order. C. W. Morse.

12. And the Grand Jurors aforesaid, upon their oath aforesaid, do further present, that in pursuance of the said unlawful conspiracy, combination, confederation and agreement, and to effect the object of the same, the said Charles W. Morse afterwards, to wit, on the ninth day of May, in the year nineteen hundred and six, at and within the borough, city and district aforesaid, having then and there in his hands a certain other check of the tenor following:

No. 35700 New York May 1 1906 190
The National
Bank of North America
Pay to the order of C. W. Morse Esq Two hundred
& thirty six thousand five hudnred # Dollars
E. B. Wire,
$106000# Cashier
A. Rado
L. C.
Cashier's check

unlawfully did stamp and place his endorsement upon the said check in the words following:

Pay to The National Bany of North America in New York,
N. Y., or order. C. W. Morse.

13. And the Grand Jurors aforesaid, upon their oath aforesaid, do further present, that in pursuance of the said unlawful conspiracy, combination, confederation and agreement, and to effect the object of the same, the said Charles W. Morse afterwards, to wit, on the first day of October, in the year nineteen hundred and six, at and within the borough, city and

district aforesaid, having tthen and there in his possession a certain other check, to wit, a check of the tenor following:

No. 37284 New York Oct 1 1906 190
The National
Bank of North America
Pay to the order of C. W. Morse Esq One hundred
& eighty thousand # Dollars
J. F. Sweasy
$18,000# A. Cashier
A. Rado
L. C.
Cashier's check

unlawfully did stamp and place his endorsement upon the same check in the following words, to wit:

Pay to The National Bany of North America in New York, N. Y., or order. C. W. Morse.

14. And the Grand Jurors aforesaid, upon their oath aforesaid, do further present, that in pursuance of the said unlawful conspiracy, combination, confederation and agreement, and to effect the object of the same, the said Charles W. Morse afterwards, to wit, on the eighteenth day of April, in the year nineteen hundred and seven, at and within the borough, city and district aforesaid, having then and there in his hands a certain other check, to wit, a check of the tenor following:

No. 39789 New York Apr 18 1907 190
The National
Bank of North America
Pay to the order of C. W. Morse Esq One hundred
& sixty thousand # Dollars
A. Rada
$160,000# A Cashier
Cashier's check

unlawfully did endorse upon the last mentioned check the following words, to wit:

Pay to The National Bany of North America in New York, N. Y., or order. C. W. Morse.

G.

And so the Grand Jurors aforesaid, upon their oath aforesaid, do say, that the said Charles W. Morse and Alfred H. Curtis, at the time and place and in manner and form aforesaid, unlawfully did conspire together, and with others, to defraud the United States, and did each do acts to effect the object of the conspiracy; against the peace and dignity of the

United States, and contrary to the form of the statute of the same in such case made and provided.

[Sustained on demurrer. United States v. Morse, 161 Fed. 419, 436, subsequently dismissed.]

THIRD COUNT.

And the Grand Jurors aforesaid, upon their oath aforesaid do further present, that the said Charles W. Morse and Alfred H. Curtis, at all times from March 28, 1905, to October 21, 1907, at and within the said Borough of Manhattan, City of New York, and Southern District of New York, were directors and were officers, to wit, the said Charles W. Morse was vice-president, and the said Alfred H. Curtis was president, of the National Bank of North America in New York, which then and there was a banking association therefore organized and established, and then and there existing and in operation and doing business under and by virtue of the laws of the United States concerning national banks, and that the said Charles W. Morse and Alfred H. Curtis, so being such officers of the last-mentioned banking association, then and there, well knowing the existence of all the circumstances and conditions in the first count of this indictment set forth, as to the examination of, reports by and the course of business in such banking associations (which are now here again alleged to exist), and intending to take advantage of the same, unlawfully did, on the eighth day of December, in the year nineteen hundred and five, at and within the borough, city and district aforesaid, conspire, combine, confederate and agree together, and with divers other persons to the said Grand Jurors unknown, to commit an offense against the United States, that is to say, the offense of knowingly making a false entry in a certain book of the said association with intent to injure said association and to deceive the agents who should be appointed by the Comptroller of the Currency of the said United States to examine the affairs of the same.

And the Grand Jurors aforesaid, upon their oath aforesaid, do further present, that the unlawful conspiracy, combination, confederation and agreement in this count of this indictment mentioned was so entered into by the said Charles W. Morse and Alfred H. Curtis and the other conspirators aforesaid under the circumstances and conditions in this count next set forth, and the said false entry was to be made by them, with the intent and knowledge last aforesaid in a book of the said association, for purposes, under circumstances, and in the manner and by the means, now here described; that is to say:

By reason of the said Charles W. Morse and Alfred H. Curtis being as such vice-president and president, respectively, actively engaged in the management of the business and affairs of the said association and possessed of a power of control, direction and management over the moneys, funds and credits of the same, and over the other officers, clerks and employees of the same, they were to make use of the moneys, funds and credits of the said association in the purchase of and dealing in on behalf of the said association a large number, to wit, four thousand, of the shares of the capital stock of the American Ice Securities Company, a

corporation theretofore organized under the laws of the State of New Jersey, and in investing such moneys, funds and credits in those shares on speculation, notwithstanding, as they the said Charles W. Morse and Alfred H. Curtis and said other conspirators then and there well knew, the said association then and there was not by law allowed to purchase, or invest its moneys, funds or credits in, such corporate stocks, for the purpose of speculation therein or to deal in such stocks, and such purchase and investment would not be approved by the said Comptroller, and would be an unlawful and improper use of such moneys, funds and credits, and one calculated to injure the business and credit of the said association and impair its capital; and thereupon were to procure a financially irresponsible person named Davison Brown to make and execute a certain promissory note in a large amount, in favor of the said association, to wit, a note for $135,420.00, and were to cause the said association to apply its moneys, funds and credits in the said amount of $135,420.00 to the purchase of the said four thousand shares of the stock of the said American Ice Securities Company, and were to place such promissory note and the certificates of ownership of the shares of the stock so purchased among the assets of the said association, as though the said stock were collateral security for the payment o fthe said promissory note, without in any way transferring any of such moneys, funds or credits to the person so executing such promissory note, and without that person being the true owner, or in any way interested in the ownership, of such shares of stock; and in this way cause an entry to be (as in due course of business it would be), made upon the book of the said association known as "General Ledger No. 5,55 by its clerks and bookkeepers, showing a charge to the "Call Loans" account of the said association of the sum called for in the said promissory note, as though the said promissory note was a *bona fide* promissory note, and as though the said shares of stock were in truth being held by the said association as collateral security for the said promissory note, and as though such moneys, funds and credits were paid out on account of the said promissory note, and as the proceeds thereof, and notwithstanding the facts would be as they the said Charles W. Morse and Alfred H. Curtis and said other conspirators would well know, that such promissory note would merely be a fictitious promissory note, and such shares of stock would in truth be the property of the said association and not collateral security for the payment of the said note, and the said moneys, funds and credits would, as aforesaid, be applied to the purchase of and dealing in and investment in the said shares of stock for the said association in the manner and for the purposes aforesaid and the said entries would accordingly be false.

And the Grand Jurors aforesaid, upon their oath aforesaid, do further present, that the purchase of the shares of capital stock aforesaid, with the moneys, funds and credits of the said banking association under the terms of the said unlawful conspiracy, combination, confederation and agreement, was not to be a purchase necessary to prevent loss upon any debt or debts to the said association contracted in good faith previous to the making of such purchase.

OVERT ACT.

And the Grand Jurors aforesaid, upon their oath aforesaid, do further present, that in pursuance of the said unlawful conspiracy, combination, confederation and agreement, and to effect the object of the same, the said Alfred H. Curtis afterwards, to wit, on the said eighth day of December, in the year nineteen hundred and five, at and within the borough, city and district aforesaid, unlawfully did sign his name, to wit, A. H. Curtis, to a certain cashier's check upon the said association, that is to say, a cashier's check which, with his said signature, then and there was and is of the tenor following:

No. 33971 New York Dec 8 1905 190

The National
Bank of North America

Pay to the order of John F. Carroll Twenty thousand seven hundred & seven $^{17}/_{100}$ dollars

A. H. Curtis
President Cashier

$20707.17
Cashier's check

And so the Grand Jurors aforesaid, upon their oath aforesaid, do say, that the said Charles W. Morse and Alfred H. Curtis, at the time and place and in manner and form aforesaid, unlawfully did conspire together, and with others, to commit an offense against the United States, and one of them did do an act to effect the object of the conspiracy; against the peace and dignity of the said United States, and contrary to the form of the statute of the same in such case made and provided.

[Sustained on demurrer, U. S. v. Morse, 161 Fed. 419, 436.]

SEVENTEENTH COUNT.

And the Grand Jurors aforesaid, upon their oath aforesaid, do further present, that the said Charles W. Morse and Alfred H. Curtis, before and on the 6th day of April, nineteen hundred and six, and thenceforth until on and after the 11th day of April, nineteen hundred six, at and within the said Borough of Manhattan, City of New York, and Southern District of New York, were directors and were officers, to wit, the said Charles W. Morse was vice-president and the said Alfred H. Curtis was president of The National Bank of North America in New York, which then and there was a banking association theretofore organized and established and then and there existing and in operation and doing business under and by virtue of the laws of the United States concerning national banks; and that the said association, on the 11th day of April in the year nineteen hundred and six, there made and transmitted to the then Comptroller of the Currency of the United States a certain report of the condition of the said association at the close of business on the 6th day of April, nineteen hundred and six, according to a certain form theretofore prescribed by the Comptroller of the Currency of the United States for the time being;—

the same being a report which it was there and then, to wit, on the said 11th day of April, in the year nineteen hundred and six, by law the duty of the said association to make and transmit to the said Comptroller, to wit, one of the five reports before that time and then required by law to be made each year by every such association, and which said report was then and there verified by the oath of the cashier of the said association and attested by the signature of three of the then directors thereof of which three said attesting directors, the said Charles W. Morse was one, and the said Alfred H. Curtis was one.

And the Grand Jurors aforesaid, upon their oath aforesaid, do further present, that the said Charles W Morse and Alfred H. Curtis being directors and so being also such vice-president and president respectively of the said association, on the said 11th day of April, in the year nineteen hundred and six, within the borough, city and district aforesaid, unlawfully did knowingly make a certain false entry in the said report so made as aforesaid, that is to say: a false entry to the effect that at the close of business on the said 6th day of April, in the year nineteen hundred and six, the amount of "Bonds, Securities, etc., including premium on same (see schedule)" was Five hundred and sixty-four thousand, three hundred and thirty dollars ($564,330);—whereas, in truth as they the said Charles W. Morse and Alfred H. Curtis at the time of so making the said false entry well knew by reason of the fact that the said association was at the close of business on the said 6th day of April, in the year nineteen hundred and six, the owner of three hundred and thirty-one (331) shares of its own capital stock, to wit, three hundred and thirty one (331) shares of the capital stock of The National Bank of North America in New York, and that the value of said shares of stock amounting to Ninety-six thousand, seven hundred and eighty-three dollars and twenty-five cents ($96,783.25) was not included in said entry, nor were said shares of stock set forth in the schedule referred to in said entry, the amount of such "Bonds, Securities, etc., including premium on same (see schedule)" was a different and much greater sum of money, to wit, Six hundred and sixty-one thousand, one hundred and thirteen dollars and twenty-five cents ($661,113.25): they, the said Charles W. Morse and Alfred H. Curtis then and there, to wit, at the time and place of so making the said false entry in the said report as aforesaid, thereby intending to injure and defraud the said The National Bank of North America in New York and one Charles A. Briggs, one Emma Brokaw, one Frances C. Brown, one Charles C. Burke, one Louise T. Miner, one Cornelia M. Mead and divers other persons (too numerous to be here named) then shareholders thereof and to deceive the other officers of the said association and to deceive any agent who might thereafter be appointed by the Comptroller of the Currency to examine the affairs of said association: against the peace and dignity of the United States and contrary to the form of the statute of the same in such case made and provided.

[Sustained on demurrer. U. S. v. Morse, 161 Fed. 419, 438.]

TWENTY-FOURTH COUNT.

And the Grand Jurors aforesaid upon their oath aforesaid, do further present that the said Charles W. Morse and the said Alfred H. Curtis on the 16th day of October, in the year nineteen hundred and seven, at and within the said Borough of Manhattan, City of New York, and the Southern District of New York, were directors and were officers, to wit, the said Charles W. Morse was vice-president and the said Alfred H. Curtis was president of The National Bank of North America in New York, which then and there was a banking association theretofore organized and established and then and there existing and in operation and doing business under and by virtue of the laws of the United States concerning national banks, nad that the said Charles W. Morse and the said Alfred H. Curtis so being such officers of the said banking association then and there unlawfully and wilfully, and with intent to injure and defraud the said association for the use, benefit and advantage of the said Charles W. Morse, did misapply certain of the moneys, funds and credits of the said association, to wit, the sum of Fifty thousand dollars ($50,000), in the manner and by the means following, that is to say: the said Charles W. Morse then and there did make and draw a certain check of the tenor following, that is to say:

New York, Oct. 16, 1907. No. 6140
The National Bank of North America
Pay to the order of Shoemaker, Bates & Co.
$50,000.00/100
Fifty thousand & 00/100 Dollars
C. W. Morse.

C. W. Morse.

And did deliver the same to the said Shoemaker, Bates & Co., a copartnership then and there existing composed of individuals whose names are to the Grand Jurors unknown; he, the said Charles W. Morse, at the time that he made, drew and delivered the said check well knowing that he did not then have on deposit with the said association an amount of money equal to the amount specified in said check, and that the said Charles W. Morse as such vice-president, and the said Alfred H. Curtis as such president, as aforesaid, did there on the 16th day of October, in the year nineteen hundred and seven, cause to be paid to and upon said check the said sum of Fifty thousand dollars ($50,000) of the moneys, funds and credits of the said association in excess of all sums and amounts which the said Charles W. Morse was then and there entitled to draw and have paid out of the moneys, funds and credits of the said association; they, the said Charles W Morse and the said Alfred H. Curtis then and there unlawfully, wickedly and fraudulently devising and intending that the said Charles W. Morse should appropriate and convert to his own use the said sum of Fifty thousand dollars ($50,000), although as they, the said Charles W. Morse and the said Alfred H. Curtis, then and there well knew the said sum of Fifty thousand dollars ($50,000) so paid

as aforesaid had not been deposited and was not then on deposit with the said association by the said Charles W. Morse, and was not then and there due and owing by and from the said association to the said Charles W. Morse, and the repayment thereof to the said association was not then and there in any way secured, and the said Charles W. Morse had no manner of right and title to the same; against the peace and dignity of the United States and contrary to the form of the statute of the same in such case made and provided.

TWENTY-NINTH COUNT.

And the Grand Jurors aforesaid, upon their oath aforesaid, do further present, that the said Charles W. Morse and the said Alfred H. Curtis, on the 16th day of October, in the year nineteen hundred and seven, were directors and were officers, to wit, the said Charles W. Morse was vice-president and the said Alfred H. Curtis was president of The National Bank of North America in New York, which then and there was a banking association theretofore organized and established and then and there existing and in operation and doing business under and by virtue of the laws of the United States concerning national banks; and being such officers as aforesaid, then and there unlawfully and wilfully and with intent to injure and demand the said association for the use, benefit and advantage of the said Charles W. Morse, did misapply certain of the moneys, funds and credits of the said association, to wit, the sum of Two hundred and ten thousand six hundred and eighty-one and forty-seven one-hundredths dollars ($210,681.47), in the manner and by the means following, that is to say, that they, the said Charles W. Morse, as such vice-president, and the said Alfred H. Curtis, as such president, as aforesaid, did then and there cause to be paid to and upon divers checks and orders made and drawn on the said association by the said Charles W. Morse, the said sum of Two hundred and ten thousand six hundred and eighty-one and forty-seven one-hundredths dollars ($210,681.47) in excess of all sums and amounts which the said Charles W. Morse was then and there entitled to draw and have paid out of the moneys and funds of the said association; they, the said Charles W. Morse and the said Alfred H. Curtis then and there knowingly, wickedly and fraudulently devising and intending that the said Charles W. Morse should appropriate and convert to his own use the said sum of Two hundred and ten thousand six hundred and eighty-one and forty-seven one-hundredths dollars ($210,681.47), although as they, the said Charles W. Morse and the said Alfred H. Curtis then and there well knew the said sum of Two hundred and ten thousand six hundred and eighty-one and forty-seven one-hundredths dollars, ($210,681.47), so paid as aforesaid, had not been deposited and was not then on deposit with the said association by the said Charles W. Morse, and was not then and there due and owing by and from the said association to the said Charles W. Morse, and the repayment thereof to the said association was not then and there in any way secured, and the said Charles W. Morse had no manner of right and title to the same; against the peace and dignity of

the United States and contrary to the form of the statute of the same in such case made and provided.

[Endorsed] A true bill.

JAMES BROWN, Foreman.

HENRY L. STIMSON,
United States Attorney.

IN THE CIRCUIT COURT OF THE UNITED STATES OF AMERICA,

FOR THE SOUTHERN DISTRICT OF NEW YORK.

Of the May Term, in the year nineteen hundred and eight.

COUNT 4A.

Southern District of New York, ss.:

The Grand Jurors for the United States of America, empaneled and sworn in the Circuit Court of the United States for the Southern District of New York, and inquiring for that district, upon their oath present, that before and during the three years last past, under the laws of the United States, all banking associations organized, established and existing, and in operation and doing business, under and by virtue of the laws of the United States concerning national banks have been subjected to visitation, and their books, papers and records to examination and scrutiny, by agents appointed in accordance with law by the Comptroller of the Currency of the United States to examine the affairs of such national banking associations and report in detail to him the condition of the same, and whether any improper investment or uses were made of the moneys, funds and credits of such national banking associations, in order that he might approve or disapprove of the management of the affairs of such national banking associations and take appropriate action in the performance of his duties under the various provisions of the said laws in that behalf made; that under such laws every such national banking association, upon request being made therefor from time to time by the said Comptroller, has been required to make and transmit to him not less than five reports during each year, according to the form prescribed by him, which reports were required to be verified and attested in accordance with law, and to exhibit in detail and under appropriate heads, the resources and liabilities of each such national banking association at the close of business on past days specified by the said Comptroller in making his several requests for the same, and particularly the total amounts of money loaned by each such national banking association respectively upon promissory notes, and the total amounts of bonds, securities, etc., including corporate stocks, owned by such national banking association; that inasmuch as each such national banking association established and doing business in the Borough of Manhattan, in the City of New York, has done such a great volume of business that it has been required to employ numerous clerks and bookkeepers to keep the books of accounts of the same and make up the aforesaid reports for verification, attestation and

transmittal to the said Comptroller, the work of keeping such books and making such reports has been to a certain extent necessarily mechanical, and entries once made in such books have in due course of business appeared in or been the basis of other entries which appeared in and have necessarily affected the said reports so made by the said agents to the said Comptroller, as well as those made by the said national banking association to the said Comptroller, and those made as hereinafter set forth by the Comptroller to Congress, without such clerks or bookkeepers necessarily having any knowledge of the truth or falsity of such entries or of the true circumstances underlying the making of the same, or pertaining to the transactions upon which they were respectively based; that in so examining the affairs of any such national banking association in the said borough, the said agents so appointed by the said Comptroller for that purpose have been compelled, by reason of the great volume of business transacted by such national banking associations, to accept the said books and the entries so made in the same as true, when the same appeared to be consistent and regular, and especially when entries showing loans were accompanied by entries, records or share-certificates showing the possession by the said national banking association of apparent collateral security for such loans,—it having been impracticable for such agents to inquire into the circumstances underlying the making of each such entry or pertaining to the transactions upon which they were based; and that the said Comptroller by law has been required to make an annual report to the Congress of the United States, at the commencement of its session, exhibiting, amongst other things, a summary of the state and condition of every such national banking association from which such reports have been received by him during the year preceding the making of each such report; which said reports to Congress have necessarily been compiled from and based upon the reports so made to the said Comptroller by the said agents and by the said national banking associations, and have been and are of great importance and indispensable as aids to the performance by the Government of the United States, through the said national banking associations, of its official functions pertaining to the borrowing of money on the credit o fthe United States, to the obtaining of money, through taxes, duties, imposts, and excises, for its use, and to the providing of agencies for its fiscal operations and a stable and uniform currency for the use of its people.

And so the Grand Jurors aforesaid, upon their oath aforesaid, do say, that the said agents appointed to examine the affairs of the said national banking associations in the said borough have, in manner and form aforesaid, been charged with the execution of a governmental duty in ascertaining the true state and condition of the affairs of such national banking associations, and reporting the same to the said Comptroller; and the said Comptroller has been charged with the execution of a governmental duty in receiving and considering such reports from the said agents and associations and approving or disapproving of the management of the affairs of such national banking associations, as shown by such reports, and acting as required by law in either rease, and also in reporting to the Congress a summary of the state and condition of such national banking

associations as they appear from such reports; and the United has had important fiscal and other governmental functions to perform in the premises.

And the Grand Jurors aforesaid, upon their oath aforesaid, do further present, that Charles W. Morse, and Alfred H. Curtis, each late of the said Borough of Manhattan, in the said City of New York, and in the said Southern District of New York, at all times from the twenty-eighth day of March, in the year nineteen hundred and five, to the twenty-first day of October, in the year nineteen hundred and seven, at and within the said borough, city and district, were directors and were officers, to wit, vice-president and president respectively, of The National Bank of North America in New York, which then and there was a national banking association theretofore organized and established, and then and there existing and in operation and doing business, under and by virtue of the laws of the United States concerning national banks: that the said Charles W. Morse and the said Alfred H. Curtis, so being such officers of the said national banking association, and well knowing all the premises aforesaid, and intending to take advantage of the same, unlawfully did, on the eleventh day of January, in the year nineteen hundred and six, at and within the borough, city and district aforesaid, conspire, combine, confederate and agree together, and with divers other persons to the said Grand Jurors unknown, to commit an offense against the United States, that is to say, the offense of knowingly making a false entry in a certain book of the said national banking association with intent to injure and defraud the said national banking association and to deceive the agents who should be appointed by the Comptroller of the Currency of the said United States to examine the affairs of the same.

And the Grand Jurors aforesaid, upon their oath aforesaid, do further present, that the unlawful conspiracy, combination, confederation and agreement in this count of this indictment mentioned was so entered into by the said Charles W. Morse and the said Alfred H. Curtis and the other conspirators aforesaid under the circumstances and conditions in this count next set forth, and the said false entry was so to be made by them, with the intent and knowledge last aforesaid, in a book of the said national banking association, for purposes, under circumstances, and in the manner and by the means, now here described, that is to say:

By reason of the said Charles W. Morse and the said Alfred H. Curtis being, as such directors and as such vice-president and president respectively, actively engaged in the management of the business and affairs of the said national banking association and possessed of a power of control, direction and management over the moneys, funds and credits of the same, and over the other officers, clerks and employees of the same, they were to make use of the moneys, funds and credits of the said national banking association in the purchase of and dealing in, on behalf of the said national banking association, of a large number, to wit, two thousand, of the shares of the capital stock of the American Ice Securities Company (a corporation theretofore organized and then existing under and by virtue of the laws of the State of New Jersey), and in investing such moneys, funds and credits in those shares on speculation, notwithstanding

as they the said Charles W. Morse and the said Alfred H. Curtis and said other conspirators then and there well knew, the said national banking association then and there was not by law allowed to purchase, or invest its moneys, funds or credits in such corporate stocks for the purpose of speculation therein or to deal in such stocks, and such purchase and investment would not be approved by the said Comptroller, and would be an unlawful and improper use of such moneys, funds and credits, and one calculated to injure the business and credit of the said national banking association and impair its capital; and thereupon were to pro-provided.

False Entry.
Report, March 28, 1907.
Knickerbocker Loan Transaction.

COUNT 12C.

And the Grand Jurors aforesaid, on their oath aforesaid, do further present, that the staid Charles W. Morse and the said Alfred H. Curtis, before and on the twenty-second day of March, in the year nineteen hundred and seven, and thenceforth until and on the twenty-eighth day of March, in the same year, at and within the said Borough or Manhattan, City of New York and Southern District of New York, were directors and were officers, to wit, the said Charles W. Morse was vice-president and the said Alfred H. Curtis was president, of The National Bank of North America in New York, which then and there was a national banking association theretofore organized and established and then and there existing and in operation and doing business under and by virtue of the laws of the United States concerning national banks, and that the said national baking association on the said twenty-eighth day of March, in the year nineteen hundred and seven, did there make and transmit to the then Comptroller of the Currency of the United States a certain report of the condition of the said national banking association at the close of business on the twenty-second day of March, in the year nineteen hundred and seven, according to a certain form theretofore prescribed by the said Comptroller of the Currency of the United States for the time being, the same being a report which it was then and there, to wit, on the said twenty-eighth day of March, in the year nineteen hundred and seven, by law the duty of the said national banking association to make and transmit to the said Comptroller of the Currency, to wit, one of the five reports before that time, and then required by law to be made each year by every such national banking association, and which said report was then and there verified by the oath of the cashier of the said national banking association and attested by the signatures of three of the then directors thereof.

And the Grand Jurors aforesaid, upon their oath aforesaid, do further present, that the said Charles W. Morse and the said Alfred H. Curtis, so being directors and so being also vice-president and president, respectively, of the said national banking association on the twenty-eighth day of March, in the year nineteen hundred and seven within

the Borough, City and District aforesaid, unlawfully, knowingly and fraudulently did wilfully make a certain false entry in said report aforesaid, that is to say, a false entry to the effect that at the close of business on the said twenty-second day of March in the year nineteen hundred and seven the amount of "Liabilities other than those above stated" was "None," whereas in truth, as they, the said Charles W. Morse and the said Alfred H. Curtis, at the time of so making the said false entry, well knew, by reason of the fact that the said national banking association was at the close of business on the said twenty-second day of March, in the year nineteen hundred and seven, liable for the payment of a certain loan, in the amount of Two hundred thousand dollars ($200,000), made to the said national banking association, on the fifteenth day of February, in the year nineteen hundred and seven, by the Knickerbocker Trust Company (a corporation then and there organized and existing under and by virtue of the laws of the State of New York), the amount of "Liabilities other than those above stated" was Two hundred thousand dollars ($200,000); they, the said Charles W. Morse and the said Alfred H. Curtis, then and there, to wit, at the time and place of so making said false entry in the said report as aforesaid, thereby intending to injure and defraud the said national banking association and one Charles A. Briggs, one Emma Brokaw, one Frances C. Brown, one Charles C. Burke, one Louise T. Miner and one Cornelia M. Mead, and divers other persons (too numerous to be here named), then shareholders thereof, and to deceive the other officers of the said national banking association, and to deceive any agent appointed by the Comptroller of the Currency to examine the affairs of the said national banking association, against the peace and dignity of the United States and contrary to the form of the statute of the same in such case made and provided. And that the saidv national banking association on the said twenty-third day of May, in the year nineteen hundred and seven, did there make and transmit to the then Comptroller of the Currency of the United States a certain report fothe condition of the said national banking association at the close of business on the twentieth day of May, in the year nineteen hundred and seven, according to a certain form theretofore prescribed by the Comptroller of the Currency of the United States for the time being, the same being a eport which it was there and then, to wit, on the said twenty-third of May, in the year nineteen hundred and seven, by law the duty of the said national banking association to make and transmit to the said Comptroller of the Currency, to wit, one of the five reports before that time and then required by law to be made each year by every such national banking association, and which said report was then and there verified by the oath of the cashier of the said national banking association and attested by the signatures of three of the then directors thereof.

And the Grand Jurors aforesaid, upon their oath aforesaid, do further present, that the said Charles W. Morse and the said Alfred H. Curtis so being directors and so being also such vice-president and president, respectively, of the said national banking association on the said twenty-third day of May, in the year nineteen hundred and seven, within the Borough, City and District aforesaid, unlawfully, knowingly and fraudulently did wilfully make a certain false entry in said report aforesaid, that is to say, a false

entry to the effect that at the close of business on the said twentieth day of May, in the year nineteen hundred and seven, the amount of "Bonds, Securities, etc., including premium on same (see schedule)" was Eight hundred and thirty nine thousand, eight hundred and ninety dollars and fifty cents ($839,898.50), whereas in truth, as they, the said Charles W. Morse and the said Alfred H. Curtis at the time of so making the said false entry well knew, by reason of the fact that the said national banking association was at the close of business on the said twentieth day of May, in the year nineteen hundred and seven, the owner of eight thousand shares of the capital stock of the New York & Cuba Mail Steamship Company (a corporation theretofore organized and then existing under and by virture of the laws of the State of Maine), and that the value of said shares, amounting to Two hundred thousand dollars was not included in said entry, nor were the said shares of stock set forth in the schedule referred to in said entry, the amount of "Bonds, Securities, etc., including premium on same (see schedule)" was a different and much greater sum of money, to wit, One Million, thirty-nine thousand, eight hundred and ninety-eight dollars and fifty cents ($1,039,898.50); they, the said Charles W. Morse and the said Alfred H. Curtis, then and there, to wit, at the time and place of so making said false entry in the said report as aforesaid, thereby intending to injure and defraud the said national banking association and one Charles A. Briggs, one Emma Brokaw, one Frances C. Brown, one Charles C. Burke, one Louise T. Miner, and one Cornelia M. Mead, and divers other persons (too numerous to be here named) then shareholders thereof, and to depeace and dignity of the United States and contrary to the form of the statute of the same in such case made and provided.

Misapplication, $102,920.
December 8, 1905.
Whiting Transaction.

COUNT 30.

And the Grand Jurors aforesaid, upon their oath aforesaid, do further present, that the said Charles W. Morse and the said Alfred H. Curtis, on the eighth day of December, in the year nineteen hundred and five, at and within the said Borough of Manhattan, City New York, and Southern District of New York, were directors and were officers, to wit, the said Charles W. Morse was vice-president and the said Alfred H. Curtis was president, of The National Bank of North America in New York, which then and there was a national banking association theretofore organized and established, and then and there existing and in operation and doing business under and by virtue of the laws of the United States concerning national banks, and that the said Charles W. Morse and the said Alfred H. Curtis, so being such directors and officers, respectively, of the said national banking association, then and there unlawfully, knowingly and fraudulently and with intent to injure and defraud the said national banking association, did wilfully misapply certain of the moneys, funds and credits of the said national banking association then and there being to the amount and value of One hundred and two thousand, nine hundred and twenty

dollars ($102,920), (a more particular description of which said moneys, funds and credits is to the Grand Jurors unknown and therefore cannot here be set forth), by unlawfully, knowingly, wilfully, fraudulently and without the knowledge or consent of the said national banking association, and not for any use, benefit or advantage of the said national banking association, converting and applying the said moneys, funds and credits to the use, benefit and advantage of the said Charles W. Morse, which said conversion and application of the said moneys, funds and credits was then and there accomplished by the said Charles W. Morse and the said Alfred H. Curtis in the manner following, that is to say: By virtue of the power of control, direction and management which the said Charles W. Morse and the said Alfred H. Curtis, as such directors and officers, respectively, of the said national banking association, as aforesaid, then and there possessed over the moneys, funds and credits of the same, the said Charles W. Morse and the said Alfred H. Curtis at the time and place in this count of this indictment aforesaid, with the intent aforesaid, and as aforesaid, without the knowledge or consent of the said national banking association, unlawfully, knowingly and fraudulently did wilfully apply the sum of One hundred and thirty-five thousand, four hundred and twenty dollars ($135,420) of the moneys, funds and credits of the said national banking association to the purchase from the said Charles W. Morse and other persons to the Grand Jurors unknown, for the said national banking association of four thousand shares of the capital stock of American Ice Securities Company (a corporation theretofore organized and then existing under and by virtue of the laws of the State of New Jersey), said shares of stock being of the par value of One hundred dollars each, when, as they, the said Charles W. Morse and the said Alfred H. Curtis, then and ther well knew the price at which the said shares of stock were purchased, as aforesaid, was wholly arbitrary and artificial, and did not represent the real value of such shares, but, on the contrary, was an inflated price fixed by the contrivances, manipulations and operations of the said Charles W. Morse upon the stock market for his own personal benefit, and the said shares were really together worth much less than the sum applied to the purchase thereof, to wit, only the sum of Thirty-two thousand five hundred dollars ($32,500), whereby the said sum of One hundred and two thousand nine hundred and twenty dollars ($102,920) then and there was wholly lost to the said national banking association, and its moneys, funds and credits were and are depleted in that amount; against the peace and dignity of the United States, and contrary to the form of the statute of the same in such case made and provided.

Misapplication, $106,000.
April 9, 1906.
Whiting Transaction.

COUNT 34B.

And the Grand Jurors aforesaid, upon their oath aforesaid, do further present, that the said Charles W. Morse and the said Alfred H. Curtis,

on the ninth day of April, in the year nineteen hundred and six, at and within the said Borough of Manhattan, City of New York, and Southern District of New York, were directors and were officers, to wit, the said Charles W. Morse was vice president and the said Alfred H. Curtis was president, of The National Bank of North America in New York, which then and there was a national banking association theretofore organized and established and then and there existing and in operation and doing business under and by virtue of the laws of the United States concerning national banks; and that the said Charles W. Morse and the said Alfred H. Curtis, so being such directors and officers of the said national banking association, then and there unlawfully, knowing and fraudulently and with intent to injure and defraud the said national banking association, did wilfully misapply certain of the moneys, funds and credits of the said national banking association then and there being to the amount and value of One hundred and six thousand dollars ($106,000) (a more particular description of which said moneys, funds and credits is to the Grand Jurors unknown and therefore cannot be here set forth) by unlawfully willfully and fraudulently and without the knowledge or consent of the said national banking association, and not for any use, benefit or advantage of the said national banking association, converting and applying the said moneys, funds and credits to the use, benefit and advantage of the said Charles W. Morse in the manner and by the means following, that is to say: By virtue of the power of control, direction and management which the said Charles W. Morse and the said Alfred H. Curtis, as such directors and officers, respectively, of the said national banking association, then and there possessed over the moneys, funds and credits of the same, they, the said Charles W. Morse and the said Alfred H. Curtis, did then and there cause to be credited upon the books of the said banking association, to the said Charles W. Morse, the said sum of One hundred and six thousand dollars ($106,000), the said Charles W. Morse not being entitled to be then and there credited upon the said books with the said sum or any part thereof, as they, the said Charles W. Morse and the said Alfred H. Curtis, then and there well knew, and did thereby falsely and fraudulently represent to the Board of Directors, the other officers, the clerks and the tellers of the said national banking association that the said Charles W. Morse was entitled to draw and have paid out the moneys, funds and credits of the said national banking association the said sum of One hundred and six thousand dollars ($106,000), and did thereby place at the disposal and subject to the order of the said nationaal W. Morse certain of the moneys, funds and credits of the said national banking association, to wit, the said sum of One hundred and six thousand dollars ($106,000), they, the said Charles W. Morse and the said Alfred H. Curtis, then and there unlawfully, knowingly and fraudulently devising and intending that the said Charles W. Morse should be enabled to draw and have paid out of the moneys, funds and credits of the said national banking association and should draw and have paid out of the said moneys, funds and credits, and should appropriate and convert to his own use, without right and without being justly entitled thereto, the said sum of One hundred and six thousand dollars ($106,000); and that thereafter, to wit, at the time and place in this count of this indictment aforesaid, the

checks of the said Charles W. Morse drawn upon the said national banking association for the said sum of One hundred and six thousand dollars ($106,000), being then and there presented to the said national banking association for payment, were by reason of the credit so made upon the books of the said national banking association as aforesaid and by the order and authority of the said Charles W. Morse and the said Alfred H. Curtis, as expressed in the said credit and in pursuance of the intent as aforesaid of the said Charles W. Morse and the said Alfred H. Curtis then and there drawn and paid out of the moneys, funds and credits of the said national banking association and appropriated to the use of the said Charles W. Morse, although as they, the said Charles W. Morse and the said Alfred H. Curtis, then and there well knew the said sum of One hundred and six thousand dollars ($106,000) so drawn out, paid and appropriated had not been deposited with the said national banking association by the said Charles W. Morse, and was not then and there due and owing by and from the said national banking association to the said Charles W. Morse, and the repayment theerof to the said national banking association was not then and there in any way secured and the said Charles W. Morse had no manner of right and title to the same; against the peace and dignity of the United States and contrary to the form of the statute of the same in such case made and provided.

COUNT 38B.

And the Grand Jurors aforesaid, upon their oath aforesaid, do further present, that the said Charles W. Morse and the said Alfred H. Curtis, on the eighteenth day of April, in the year nineteen hundred and seven, at and within the said Borough of Manhattan, City of New York, and Southern District of New York, were directors and were officers, to wit; the said Charles W. Morse was vice-president and the said Alfred H. Curtis was president, of The National Bank of North America in New York, which then and there was a national banking association theretofore organized and established and then and there existing and in operation and doing business under and by virtue of the laws of the United States concerning national banks; and that the said Charles W. Morse and the said Alfred H. Curtis, so being such directors and officers of the said national banking association, then and there unlawfully, knowingly and fraudulently and with intent to injure and defraud the said national banking association, did wilfully misapply certain of the moneys, funds and credits of the said national banking association then and there being to the amount and value of One hundred and sixty thousand dollars ($160,000), (a more particular description of which said moneys, funds and credits is to the Grand Jurors unknown and therefore cannot here be set forth) by unlawfully, wilfully and fraudulently and without the knowledge or consent of the said national banking association, and not for any use, benefit or advantage of the said national banking association, converting and applying the said moneys, funds and credits to the use, benefit and advantage of the said Charles W. Morse in the manner and by the means following, that is to say: By virtue of the power of control, direction and management which the said Charles W. Morse and the said Alfred H. Curtis, as such directors and officers, respectively, of

the said national banking association, then and there possessed over the moneys, funds and credits of the same, they, the said Charles W. Morse and the said Alfred H. Curtis, did then and there cause to be credited upon the books of the said national banking association, to the said Charles W. Morse the said sum of One hundred and sixty thousand dollars ($160,000), the said Charles W. Morse not being entitled to be then and there credited upon the said books with the said sum or any part thereof, as they, the said Charles W. Morse and the said Alfred H. Curtis, then and there well knew and did thereby falsely and fraudulently represent to the Board of Directors, the other officers, the clerks and the tellers of the said national banking association that the said Charles W. Morse was entitled to draw and have paid out of the moneys, funds and credits of the said national banking association the sum of One hundred and sixty thousand dollars ($160,000), and did thereby place at the disposal and subject to the order of the said Charles W. Morse certain if the moneys, funds and credits of the said national banking association, to wit, the said sum of One hundred and sixty thousand dollars ($160,000), they, the said Charles W. Morse and the said Alfred H. Curtis, then and there unlawfully, knowingly and fraudulently devising and intending that the said Charles W. Morse should be enabled to draw and have paid out of the moneys, funds and credits of the said national banking association and should draw and have paid out of the said moneys, funds and credits, and should appropriate and convert to his own use, without right and without being justly entitled thereto, the said sum of One hundred and sixty thousand dollars ($160,000); and that thereafter, to wit, at the time and place in this count of this indictment aforesaid, the checks of the said Charles W. Morse drawn upon the said national banking association for the said sum of One hundred and sixty thousand dollars ($160,000), being then and there presented to the said national banking association for payment, were by reason of the credit so made upon the books of the said national banking association as aforesaid and by the order and authority of the said Charles W. Morse and the said Alfred H. Curtis, as expressed in the said credit and in pursuance of the intent as aforesaid of the said Charles W. Morse and the said Alfred H. Curtis then and there drawn and paid out of the moneys, funds and credits of the said national banking association and appropriated to the use of the said Charles W. Morse, although as they, the said Charles W. Morse and the said Alfred H. Curtis then and there well knew the said sum of One hundred and sixty thousand dollars ($160,000) so drawn out, paid and appropriated had not been deposited with the said national banking association to the said Charles W. Morse and was not then and there due and owing by and from the said national banking association to the said Charles W. Morse, and the repayment thereof to the said national banking association was not then and there in any way secured and the said Charles W. Morse had no manner of right and title to the same; against the peace and dignity of the United States and contrary to the form of the statute of the same in such case made and provided.

[Endorsed] A true bill.

JAMES BROWN, Foreman.

HENRY L. STIMSON,
U. S. Attorney.

FORM XXXIII.—PETITION FOR REMOVAL OF CRIMINAL CASE FROM STATE COURT UNDER SECTION 643, UNITED STATES REVISED STATUTES.

[From Roe's Criminal Procedure in United States Courts.]

THE PEOPLE
vs. } Indictment for murder.
—— ——.

To the District Court of the United States for the —— District of ——:

Your petitioner, —— ——, defendant in the above-entitled cause, respectfully represents: That on the —— day of ——, A. D. 19—, at the —— term of the —— court, at the instance of —— ——, as prosecutor, your petitioner was indicted for wilfully, premeditatedly and of malice aforethought killing one —— ——, which indictment and criminal prosecution so instituted is still pending in said court against you petitioner.

Your petitioner further represents that no murder was committed by the killing aforesaid, but in fact the killing was committed in the necessary self-defense of the defendant, your petitioner, and to save his own life: that at the time the alleged offense was committed your petitioner was an officer of the United States, to wit, a deputy collector of internal revenue, and the act for which he was indicted was done in his own necessary self-defense, while engaged in the discharge of the duties of his office as said deputy collector of internal revenue; that he was at the time acting by and under the authority of the internal revenue laws of the United States, and under and by right of his office as deputy collector of internal revenue of the United States, that it became, and was, then and there his duty, under said internal revenue laws, to seize illicit distilleries and the apparatus that was used for the illicit and unlawful distillation of spirits, and while so attempting to enforce said revenue laws as deputy collector aforesaid, he was assaulted and resisted, and fired upon by a number of armed men, and in defense of his life returned fire, which is the act for which he was indicted.

Your petitioner therefore prays that said cause may be removed from the —— court of —— county, in the state of ——, to the district court of the United States for the —— district of ——, and that *certiorari* may issue therefor.

—— ——, Attorney for Petitioner.

Affidavit to Petition.

UNITED STATES OF AMERICA,
—— District of ——. } ss.

I, —— ——, being duly sworn, on oath say that I am the petitioner

in the foregoing petition, that I have read the same, and that the matters and things therein contained are true of my own knowledge.

—— ——, Petitioner.

Subscribed and sworn to before me this —— day of ——, A. D. 19—.

——, ——.

[OFFICIAL SEAL.] United States Commissioner for the —— District of ——.

Certificate of Counsel.

I, —— ——, being an attorney at law, of the —— court of the state of ——, the same being a court of record, do hereby certify that as counsel for the petitioner in the foregoing petition named, I have examined the proceedings against him mentioned therein, and carefully inquired into the matters therein set forth, and that I believe them to be true.

—— ——, Attorney for Petitioner.

[NOTE.—If petitioner is in custody under process of state court the petition should so state and ask for a writ of *habeas corpus.*]

FORM XXXIV.—CERTIORARI, FOR REMOVAL OF CASE FROM STATE COURT.

The President of the United States of America to the Court of the State of ——, in the Judicial District, GREETING:

Being informed that there is now pending before you an indictment entitled ——, wherein —— —— is charged with the crime of murder, which said indictment was returned into said —— court against the said —— ——, for, and on account of acts done by him under the revenue laws of the United States; that said indictment has not been tried: we do therefore hereby command you that you send without delay to the said district court, as aforesaid, the record and proceedings in said cause, so that the said district court may act thereon as of right and according to law ought to be done.

Witness: The Honorable Melville W. Fuller, Chief Justice of the Supreme Court of the United States, at ——, the —— day of ——, A. D. 19—.

—— ——. —— ——, Clerk.

[NOTE.—The above writ should be served on the clerk of state court by leaving a duplicate thereof with him.]

FORM XXXV.—APPEARANCE BOND ON WRIT OF ERROR IN CRIMINAL CASES.

[Contained in the Rules of the Circuit Court of Appeals for the Fifth Circuit 150 Fed. lxxxv.]

Know all men by these presents:

That we, —— ——, as principal, and —— ——, as sureties, are held and firmly bound unto the United States of America in the full and just sum of —— dollars, to be paid to the said United States of America, to

which payment well and truly to be made we bind ourselves, our heirs, executors and administrators, jointly and severally, by these presents.

Sealed with our seals and dated this —— day of ——, in the year of our Lord one thousand nine hundred and ——.

Whereas, lately at the —— term, A. D. 19—, of the district court of the United States for the —— district of ——, in a suit pending in said court between the United States of America, plaintiff, and —— ——, defendant, a judgment and sentence was rendered against the said —— ——, and the said —— —— has obtained a writ of error from the United States circuit court of appeals for the fifth circuit, to reverse the judgment and sentence in the aforesaid suit, and a citation directed to the said United States of America, citing and admonishing the United States of America to be and appear in the United States circuit court of appeals for the fifth circuit, at the city of New Orleans, Louisiana, thirty days from and after the date of said citation, which citation has been duly served.

Now, the condition of the above obligation is such that if the said —— —— shall appear in the United States circuit court of appeals for the fifth circuit on the first day of the next term thereof, to be held at the city of ——, on the first Monday in ——, A. D. 19—, and from day to day thereafter during said term, and from term to term, and from time to time, until finally discharged therefrom, and shall abide and obey all orders made by the said United States circuit court of appeals for the fifth circuit in said cause, and shall surrender himself in execution of the judgment and sentence appealed from as said court may direct, if the judgment and sentence of the said —— court against him shall be affirmed by the said United States circuit court of appeals for the fifth circuit, then the above obligation to be void; else to remain in full force virtue and effect.

—— ——. [SEAL.]
—— ——. [SEAL.]
—— ——. [SEAL.]

Approved: —— ——,
Judge of the ——.

ADMIRALTY FORMS.

Prepared by CHARLES C. BURLINGHAM, Esq., of the New York Bar.

FORM I.—LIBEL IN REM.

To the Honorable Charles L. Benedict, Judge of the District Court of the United States for the Eastern District of New York:

The libel of A., B., C. and D. against the steamships X. and Y., their engines, etc., and against all persons claiming any interest therein, in a cause of action, civil and maritime, of a nature hereinafter more specifically set forth, alleges as follows:—

First. At all the times hereinafter mentioned the libelants were underwriters, members of Lloyds, and lawfully engaged in and transacting the business of marine insurance in London, England.

Second. On or about the 11th day of June, 18—, the firm of R. & Company, merchants, of the city of New York, shipped, in good order and condition, on board the steamer X., then lying in the port of New York, and bound to the port of H., to be transported in said steamer to said port of H., three hundred and ten tubs of butter, one hundred and forty-five of which were marked "A," one hundred of which were marked "B," and sixty-five of which were marked "C," and which tubs of butter the agents of said steamer X. did agree to transport to and deliver at H. by the said steamer X. to the order of the shipper, and at the time aforesaid did issue a bill of lading in accordance with such agreement. Said goods were shipped by R. & Company for joint account with F. G. & Company, of H., and were owned by the said R. & Company and the said F. G. & Company jointly, and after said shipment the bill of lading issued as aforesaid therefore was duly indorsed by said R. & Company and delivered to said F. G. & Company.

Third. On or about the 11th day of June, 18—, the firm of M. & S., merchants, of the city of New York, shipped in good order and condition on board said steamer X., to be transported in said steamer from the port of New York to the port of H., one hundred and two boxes of cheese, thirty-nine of which were marked [F] twenty-six of which were marked [F] and thirty-seven of which were marked [F] and which boxes of cheese the agents of said steamer did agree to transport to and deliver at H. to the order of the shippers, and at the time aforesaid did issue a bill of lading in accordance with such agreement. Said goods were shipped by said M. & S. for account of the firm of F. G. & Company, of H., who were and continued to be the owners of the said goods, and after said shipment said bill of lading issued as aforesaid therefor was duly indorsed by said M. & S. and delivered to said E. G. & Company.

Fourth. On or about the 12th day of June 18—, the said steamer X.

set sail from the port of New York, bound for the port of H., having on board both the aforesaid lots of merchandise, which had been shipped on board said steamer at said port of New York in good order and condition, and at about half-past one o'clock in the afternoon of June 13, 18—, the said steamer X., when about three hundred and ten miles east of Sandy Hook, came into violent collision with said steamer Y., and by said collision a large hole was made in the starboard side of the steamer X., by reason whereof the compartments in which the above mentioned lots of merchandise were stowed were flooded, and the said lots of merchandise were wholly lost to the owners, most of them being lost through the said hole into the sea and the others being jettisoned.

Fifth. On or about the 29th day of December, 18—, the libelants, in the regular course of their business as marine insurers, issued to D. & W., for and in consideration of the premiums paid, an open policy of insurance in the sum of £5000, British sterling, bearing date on said 29th of December, 18—, and in and by said policy of insurance the libelants agreed to insure the said D. & W., as well as in their own name as for and in the name and names of every other person or persons to whom the same did, might, or should appertain in part or in whole, and did cause them and each of such persons to be insured at and from New York and [or] Philadelphia and [or] Portland and [or] Boston to London and [or] port or ports, place or places, on the west coast of Great Britain, upon any kind of goods and merchandise against loss or damage arising from adventures and perils of the sea and all other perils, loss, and misfortunes that might come to the hurt, detriment, or damage of said goods upon the voyage; that by the terms of said policy of insurance the libelants A. and B. each became insurer in the sum of £——, British sterling, of said £5000, British sterling, which was the total sum covered by said policy, and the other libelants each became insurer to the extent of £——, British sterling, and the libelants agreed to become insurers in such proportions upon any shipment declared under the said policy of insurance; that thereafter and in the month of June, 18—, D. & W. declared insurance upon said lot of three hundred and ten tubs of butter to the amount of £555, British sterling, for the benefit of the owners of the said tubs of butter, and they further declared insurance upon said lot of one hundred and two boxes of cheese in the sum of £150, British sterling, for the benefit of the owners of the said boxes of cheese, and the said insurance was accepted and indorsed by and for the libelants upon said policy, said sums insured being only equal to or less than the true value of said goods.

Sixth.—The aforesaid collision occurred as follows: The X., up to within a very short time before the collision, was proceeding on an easterly course at the rate of about fourteen miles an hour, which speed she maintained until the collision; and the said steamer Y., up to within a very short time before the collision, was proceeding on a west by north course, bound from Liverpool to New York, at a high rate of speed; the sea was smooth, and there was little wind, but there was a dense fog, in which the said steamers had been running for a long time before the collision; neither vessel had sufficient lookouts; both vessels were giving at intervals signals with their steam-whistles. While so proceeding, the officers of the steamer

Y. heard the fog signal of the X. over the port bow of their vessel, and gave orders to the man at the wheel to port, which order was executed; and the officers of the X. heard the fog signal of the steamer Y. over their starboard bow of their vessel, and gave orders to the man at the wheel to starboard, which order was executed. A few minutes later, each steamer became visible to those on board of the other steamer, close at hand; whereupon those in charge of the steamer Y. ordered her engines to be stopped and reversed, but before any perceptible influence was exerted on the speed of the steamer the two vessels came into collision.

Seventh. The collision was due to the fault and negligence of those in charge of the steamers X. and Y. respectively, in that they were proceeding at too high a rate of speed, in that they had no good and sufficient look-outs, in that they did not give the proper signals by which to indicate each to the other their respective courses and movements, in that they did not heed and note the signals given by the approaching vessel, and in that they did not stop and reverse their engines before the collision and at such time as to overcome their headway, and to the fault of those in charge of the navigation of the steamer Y. in that they ported their helm and did not hold their course, and to the fault of those in charge of the navigation of said steamer X. in that they starboarded their helm instead of porting; and the said collision was not in any respect due to the fault of the libelants.

Eighth. By reason of the premises and the collision aforesaid, and the resultant loss and destruction of said lots of merchandise, the libelants as insurers as aforesaid became liable to pay, and have paid, on or about tthe 15th day of August, 18—, to the said F. G. & Company, for the loss as aforesaid for said three hundred and ten tubs of butter, the sum of £555, British sterling, and for the loss and destruction of said one hundred and two boxes of cheese as aforesaid, the further sum of £150, British sterling, and have become subrogated to all the rights of the owners of said merchandise, and that they have received the sub of £69 1 2, British sterling, being allowance in general average for goods jettisoned.

Ninth. By reason of the premises and the payment aforesaid, the libelants have sustained damages in the sum of £635 18 10, British sterling, equivalent in money of the United States to three thousand and eighty four dollars ($3084), with interest thereon from the 15th day of August, 18—, no part of which has been paid, although payment thereof has been duly demanded by the libelants.

Tenth. Said steamers X. and Y. are now within this district, and within the jurisdiction of this court.

Eleventh. All and singular the premises are true and within the admiralty and maritime jurisdiction of this honorable court.

Wherefore the libelants pray that process, in due form of law and according to the course and practice of this court in case of admiralty and maritime jurisdiction, may issue against the said steamship X. and Y., their engines, etc., and that all persons claiming any interest therein may be cited to appear and answer the matters aforesaid, and that said steamships X. and Y., their engines, etc., may be condemned and sold to satisfy

the claims of the libelants aforesaid, with interest thereon from the 15th day of August, 18—, and costs.

A., B., C. & D.,
By H. B. B., Attorney.

UNITED STATES OF AMERICA, District of Maryland. } ss.

H. B. B., being duly sworn, says that he is the attorney in fact of the libelants above named, none of whom are now in the United States; that deponent has read the foregoing libel, and the same is true to the best of his knowledge.

H. B. B.

Sworn to before me, this —— day of —— 18—.

[SEAL.] ——, Notary Public.

D. & F., Proctors for Libelants.

FORM II.—INTERROGATORIES ANNEXED TO LIBEL.

District Court of the United States for the Eastern District of New York.

THE W. MARINE INSURANCE CO., Libelant,
against
THE C. STEAMSHIP CO., L'D, AND ANOTHER, Respondents.

Interrogatories propounded by the libelant to the respondent, The C. Steamship Company, L'd, which it is required to answer by its officers or its duly authorized agents or servants in writing and under oath.

First Interrogatory.—By whom were the 760 sacks of flour mentioned in the fourth article of the libel herein delivered in the steamship X., and by whom were they delivered to the respondent, The C. Steamship Company, L'd? State fully the circumstances attending such delivery as well to the X. as to the said respondent, giving time and place of such delivery.

Second Interrogatory.—Did the said steamer X. or the said respondent give any receipt for the said 760 sacks of flour or for any of them to the person or persons or corporation delivering the said goods?

Third Interrogatory.—Have you or have you ever had what purported to be a copy of the bill of lading issued for any of the goods referred to in the fourth, fifth, sixth, and seventh articles of the libel herein? For which of the said goods have you had such copy of bill of lading? From whom did you receive each such copy, and when and where? Answer fully, stating particularly which lots of cargo were covered by each of such copies of bills of lading. Were such copies of bills of lading such as are ordinarily known as "ship's copies" or "carrier's copies?"

New York, November 9, 18—.

——,
Proctors for Libelant.

FORM III.—LIBEL IN PERSONAM WITH CLAUSE OF FOREIGN ATTACHMENT.

To the Honorable John T. Nixon, Judge of the District Court of the United States for the District of New Jersey:

The libel and complaint of —— ——, residing at Brooklyn, N. Y.,

—— —— and —— ——, residing at ——, and —— ——, residing at ——, for themselves as sole owners of the late bark K., and of her tackle, apparel, and furniture, and in behalf of the shippers and owners of the cargo laden thereon, as carriers thereof, and —— —— aforesaid, as master of said bark, for himself and in behalf of the officers and the survivors of the crew thereof, as owners of their personal effects, against the —— Company, a foreign corporation, in a cause of collision, civil and maritime, alleges as follows:

First. That at the time of the collision hereinafter set forth the libelants were the sole owners of the British bark K., which was a vessel of 1136 tons register, and was up to the time of said collision stout, tight, staunch, well equipped and appointed.

Second. That at the time of the collision hereinafter set forth the respondent was, and for a long time previous thereto had been, a corporation created by and existing under the laws of a foreign government, to wit: the Empire of Germany, or of some kingdom or free city that has now become a part of said empire, and owned or chartered divers steamships with which they navigated the ocean. That among other steamships, owned by said company, was the steamship V., which said company employed in carrying cargo and passengers between the ports of —— and New York, and at the time of the collision said steamship was in possession of the agents or servants or mariners employed by said company, and was being navigated by them.

Third.—That on or about the —— day of ——, 18—, the libelants' said bark, with a full and valuable cargo of cement, pipe-clay, and empty petroleum barrels, and other merchandise, left the port of —— bound on a voyage to New York, under command of a competent master with a good and sufficient crew, and being well furnished and provided with all requirements for navigation, as required by law.

All went well until the —— day of ——, 18—. At about two o'clock in the afternoon of that day, the bark came into collision with said steamship V., when in about lattitude 41° 08′ north, and longitude 65° 08′ west, as ascertained by dead reckoning.

The weather was thick, with snow squalls and dense vapor; the wind was blowing strong from the west northwest, and the bark was sailing on her starboard tack close hauled, heading about southwest by south, and making an average rate of speed of about four knots an hour. All sails were furled, except the foresail, fore lower topsail, main lower topsail, reefed upper main topsail, inner jib, fore topmast staysail, main topmast staysail, main trysail, mizzen staysail, and reefed spanker.

The mate was in charge of the deck, and a competent lookout was stationed on the top gallant forecastle of the bark, by whom single blasts were made with a fog horn at short intervals of about a minute, and by whom a careful lookout was kept. A competent able seaman was at the wheel. The rest of the watch were all at their posts, listening carefully for signals, and looking out for other vessels.

Two or three minutes before the collision, the mate, while standing on the forecastle head—the vapor suddenly lifting or clearing—saw indistinctly the bow of a steamship, which proved to be the V., and which

appeared to be about half a mile distant, and off the bark's starboard bow, and about four points forward the starboard beam, heading for the bark. The bark kept steadily on her course by the wind, and the lookout made one loud blast of the fog horn towards said steamship. Almost immediately, one short blast of the whistle of the steamship was heard, and she was seen to be under a port helm, carrying full sail, and approaching at great speed, and heading to cross the bow of the bark. When the bark was two ship's lengths off from the steamship, and a collision was inevitable, the helm of the bark was put hard a port to deaden her way and lessen the damage, if possible, but the steamship's port-quarter came into collision with the bark's bows nearly at right angles. The force of the collision carried away the bark's jib-boom, bowsprit, foremast and all gear attached, and smashed the bows completely in, cutting away the deck frame aft to within one beam of the forward hatch, and cutting away all the stem above the twentyfeet line—the bark drawing at the time about fourteen feet of water—and carrying overboard and drowning two men who had remained at their posts of duty on the forecastle head.

As said steamship passed on to the leeward of the bark horns were blown, the bell rung, and shouts given to the steamship to stop. The steamship passed out of sight, the vapor and now shutting in thicker. Afterwards it cleared again and the steamship was seen lying to leeward, and soon after was seen signaling, asking if the bark was leaking. The bark, not then knowing the extent of the leak, replied, "Do not abandon me," and signaled for a boat from the steamship. A boat and crew thereupon came up and inquired of the master whether he would abandon the bark.

At that time the full extent of the injuries to the vessel was unknown. The master, therefore, declined to abandon his vessel, and requested that the steamship should lie by him until morning, which the officer in charge of the steamship's boat promised and agreed to do, and thereupon returned to the steamship.

The bark was found to be leaking, and shortly after the departure of the steamship's boat the wind increased. The maintopmast head with the mizzen topgallant mast was carried away, taking with them the main topgallant mast with the yards attached, which fell on the deck, partially disabling the captain and the sailmaker and breaking the starboard and doing other injuries. Nevertheless, every effort was made by the officers and crew to save their vessel by throwing overboard cargo to lighten her forward, by cutting away wreckage, and by closing over the bow with a sail. The waves washed violently over the bow, threatening the lives of the crew, tearing in pieces the sail, and rendering vain all efforts to close the breach made by the collision.

During the night the storm increased to a heavy gale, and the pumps had to be kept going constantly, the vessel laboring fearfully in the fierce sea, the officers and men expecting her to founder at any moment. When daylight came the weather was clear but overcast. On going aloft no steamer was to be seen. The men of the bark then discovered that they had been deserted by the steamship in spite of their repeated requests and the promise of the officer to lie by them during the night.

Thereafter, on Saturday and Sunday, the officers and crew had to make

extraordinary exertions to keep their wrecked vessel afloat. As many men as could be spared from the pumps, which were kept continually going, were employed in attempting to board up the broken bows, which were pitching into the heavy seas and rendering their efforts unavailing. On Monday morning the vessel was on a severe cross-sea, the officers and men were almost overcome by their exhausting labors, when the steamship R. hove in sight. The bark set a signal of distress. The R. bore down, and succeeded in sending a lifeboat to the rescue of the survivors upon the wreck. The sea was running so dangerously that the boat dared not come alongside but remained over a hundred feet astern. The master and the survivors of the crew were lowered over the bark's stern and hauled through the sea to the lifeboat,—the master being the last to leave the vessel,—and were taken on board the R., having lost all their personal effects, and were humanely cared for until, on April 2nd, 188—, they were safely landed at Antwerp.

Fourth. That said collision and loss took place without any fault or want of maritime conduct on the part of the mariners or persons in charge of the libelants' bark, but solely through the negligence and misconduct and unseamanlike action of the officers or person in charge of the steamship V., in the following particulars among others:—

1. Said steamship was proceeding at full speed of not less than fourteen knots per hour, although for more than three hours before the collision the weather had been thick with falling snow and dense vapor.

2. Said steamship was carrying all sail set before the wind, thus using every means to accelerate her speed, instead of going at moderate speed, as she was by law required to do.

3. Said steamship was not blowing proper fog whistle as she was by law required to do, and if any such whistles were blown they were sounded irregularly, or were not loud enough to be heard by vessels lying to the leeward.

4. Said steamship had no proper lookouts stationed where they are required to be; and, in particular, the libelants charge that it was the duty of the officers of said steamship to station a competent man at the foremast head, where the vapor would have been less dense and objects were discoverable before they became visible from the steamship's deck.

5. Said steamship, proceeding before the wind, was burning a large quantity of soft coal which generated a great amount of smoke that blew forward of her funnels and, being caught in her foresail and driven downward by the dampness of the atmosphere, blew ahead of her bows and obscured the view from her deck and from the forward bridge, rendering an additional masthead lookout and a reduction of speed specially necessary.

6. The officers of said steamship were guilty of fault and violation of law, in not immediately stopping or slowing their engines upon sighting said bark.

7. The officers of said steamship, having failed to see said bark by their gross inattention and neglect of the above precautions, were further at fault and were guilty of criminal negligence in attempting to cross the bark's bows instead of keeping out of her way by starboarding their helm

and going under the stern of said bark, as they might readily have done, and so avoided her altogether.

8. The master of said steamship deserted said bark at nightfall, upon the wind increasing, and was thereby guilty of base and unseamanlike behavior in abandoning the survivors of the collision, and refusing to stand by the wreck until morning as had been promised in his behalf.

9. The master and the officers of said steamship were also at fault in not making a truthful report of said collision upon the arrival of said steamship at the port of New York, and, in particular, in not reporting the lives lost overboard from said bark, which casualty had been plainly visible from said steamship.

10. The officers of the V. are also chargeable with other faults and negligences, which the libelants pray they may be permitted to specify more particularly at the trial hereof.

Fifth. That by reason of said collision the libelants have sustained severe damages, as follows, that is to say: They allege the bark K., together with her equipment, ship stores, and pending freight to have been of the value of forty-six thousand five hundred dollars; and that as carriers of the cargo therein, and in behalf of the owners thereof, the libelants have sustained and are entitled to damages to the value thereof, which amounts to twenty thousand dollars; that the personal effects of the master lost by said collision were of the value of five hundred dollars, and of the mates and mariners about thirteen hundred dollars, making the total sum claimed by the libelants from the respondent to be sixty-eight thousand three hundred dollars, together with interest thereon, by reason of the wrongful acts of the said company through its agents, servants, and mariners in bringing about the aforesaid collision.

Sixth. That the respondent is, as heretofore alleged a foreign corporation, as the libelants are informed and believe, and that said company has property within the jurisdiction of this Honorable Court, to-wit, a certain steamship called the L.

Seventh. That all and singular the premises are true and within the admiralty and maritime jurisdiction of this Honorable Court.

Wherefore the libelants pray that process in due form of law according to the course of this Honorarble Court may issue against said respondent, the president or officers thererof, and that they may be required to answer on oath this libel and the matters herein contained, and that, if said company cannot be found, then the goods, chattels, and effects thereof within the jurisdiction of this Court may be attached to an amount sufficient to answer the libelants' claim, and that this Honorable Court will be pleased to decree to the libelants the payment of the amount which shall be due unto them for the cause aforesaid, and that the respondent may be condemned to pay the same with interest thereon and the costs of this suit, and that the libelants may have

such other and further relief as in law and justice they may be entitled to receive.

Sworn to for themselves, and on behalf of their co-libelants, this —— day of April, 188-.

Notary Public, City and County of New York.
—— ——, Proctors for Libelants.
—— ——, Advocate.

FORM IV.—STIPULATION FOR LIBELANT'S COSTS.

District Court of the United States for the Eastern District of New York.

Stipulation for libelant's costs entered into pursuant to the rules and practice of this court.

WHEREAS a libel was filed in this Court, on the —— day of ——, 1891, by the R. R. Company against the steam-tug E., her engines, etc., and the schooner F., her tackle, etc., for the reasons and causes in said libel mentioned, and praying that said vessels be condemned and sold to pay the claim of the libelant, and the said libelant, and John Doe and Richard Roe, sureties, parties hereto, hereby consenting, and agreeing that in case of default or contumacy on the part of the libelant, or its sureties, execution may issue against their goods, chattels, and lands for the sum of two hundred and fifty dollars:

Now, therefore, it is hereby stipulated and agreed, for the benefit of whom it may concern, that the stipulators undersigned shall be, and each of them is, bound in the sum of two hundred and fifty dollars, conditioned that the libelant above named shall appear and answer to the cause and to interrogatories, and shall pay all such costs as shall be awarded against it by this court, or, in case of appeal, by the Appellate Court.

R. R. Co.
JOHN DOE.
RICHARD ROE.

Taken and acknowledged this —— day ——, 1890-, before me,
[SEAL.] —— ——, Notary Public.

SOUTHERN DISTRICT OF NEW YORK, ss.

John Doe and Richard Roe, parties to the above stipulation, being duly sworn, do depose and say that they reside in the Southern and Eastern Districts of New York, and each that he is worth the sum of five hundred dollars, over and above all his just debts and liabilities.

Sworn to, etc.

FORM V.—CLAIM OF OWNER.

At a stated term of the District Court of the United States for the Southern District of New York, held at the United States Court Rooms in the City of New York, on the 5th day of November, 1891. Present: The Honorable Addison Brown, District Judge.

THE SCHOONER R., HER TACKLE, ETC.,
ads.
RICHARD ROE.

And now X. Y., part owner of the schooner R., intervening for the interest of himself and A. B., C. D., and E. F., his co-owners, in the said schooner, appears before the Honorable Court, and makes claim to the said schooner, etc., as the same are attached by the marshal under process of this Court at the instance of Richard Roe, and the said X. Y. avers that he was in possession of the said schooner at the time of the attachment thereof, and that the persons above named are true and *bona fide* owners of the said schooner, and that no other person is the owner thereof, wherefore they pray to defend accordingly.

X. Y.

Sworn to and subscribed, this 5th day of November, A. D. 1891, before me.

[SEAL.] D. E., Notary Public.

S. & G., Proctors for Claimants.

FORM VI.—CLAIM OF AGENT.

At a Stated Term, etc. Present: The Honorable — ———, District Judge.

THE STEAMSHIP O., HER ENGINES, ETC.,
HER CARGO AND FREIGHT,
ads.
JOHN SMITH.

And now B. and Company, intervening as agents for the interests of the Steamship Company, Limited, in the said steamship O., her cargo, and freight, appear before the Honorable Court and make claim to the said steamship, her cargo, and freight, as the same are attached by the marshal, under process of this Court at the instance of John Smith, and the said B. Company aver that they were in possession of the said steamship, her cargo, and freight at the time of the attachment thereof, and that the corporation above named is the true and *bona fide* owner of the said steamship, and the carrier of said cargo, and that no other person is the owner or carrier thereof; and said B. and Company are the true and lawful bailees thereof, as agents, wherefore they pray to defend accordingly.

B. & Co., Agents for the S. S. Co., L'd.

S. & G., Proctors for Claimant.

SOUTHERN DISTRICT OF NEW YORK, } ss.
City and County of New York.

A. B., being duly sworn, deposes and says that he resides in the City of New York; that he is a member of the firm of B. and Company above named; that the owner of said steamship is a foreign corporation, having its principal office in Liverpool, and that this deponent is duly authorized to put in this claim in behalf of the owner of the said steamship; and that the said claim is true to the knowledge of this deponent, except as to the matters therein stated on information and belief, and that as to such matters he believes it to be true.

Sworn to, etc.

FORM VII.—STIPULATION FOR CLAIMANT'S COSTS.

District Court of the United States for the District of New Jersey.

Stipulation entered into pursuant to the rules and practice of this court.

Whereas a libel was filed in this Court on the 10th day of April, in the year of our Lord one thousand eight hundred and ninety, by A. B. and others against 500 tons of chalk lately laden on board the steamship G., for the reason and cases in said libel mentioned, and praying that process may issue against said chalk, and the parties hereto hereby consenting that in case of default or contumacy on the part of the claimant or its surety execution for the sum of two hundred and fifty dollars may issue against their goods, chattels, and lands;

And whereas also a claim has been filed in said cause by The N. J. Lime Co.:

Now, therefore, it is hereby stipulated and agreed, for the benefit of whom it may concern, that the stipulators undersigned shall be, and each of them is hereby, bound in the sum of two hundred and fifty dollars, conditioned that the claimant above named shall pay all costs and expenses which shall be awarded against it by the final decree of this Court, or upon an appeal, by the Appellate Court.

THE N. J. LIME CO., by X. Y., President.
JOHN DOE.

Taken and acknowledged, this 10th day of April, 1891, before me,
——— ———, Notary Public.

[Affidavit as in Form IV.]

FORM VIII.—STIPULATION FOR VALUE.

District Court of the United States for the Eastern District of New York.

Stipulation for value entered into pursuant to the rules and practice of this court.

Whereas a libel was filed on the ——— day of ———, 1890, by A., B., C., and D., against the steamship X., her engines, etc., impleaded, for the reasons and causes in the said libel mentioned; and whereas the said

steamship is in the custody of the Marshal under the process issued in pursuance of the prayer of said libel [*or*, whereas the libelants have agreed not to issue process against said steamship in consideration of the owners thereof appearing and filing a claim thereto and stipulations for costs and value]: And whereas a claim to said vessel has been filed by the Steamship Company, L'd. and the value thereof has been fixed by consent for the purposes of bonding [*or*, by appraisement] at the sum of six thousand dollars, as appears from said consent [*or*, appraisement] now on file in said Court; and the parties hereto hereby consenting and agreeing that in case of default or contumacy on the part of the claimant or its sureties, execution for the above agreed value, with interest thereon from this date, may issue against their goods, chattels, and lands:

Now, therefore, the condition of this stipulation is such, that if the stipulators undersigned shall at any time, upon the interlocutory or final order or decree of the said District Court or any Appellate Court to which the above named suit may proceed, and upon notice of such order or decree, to S. & G., Esquires, Proctors for the Claimant of said steamship X., abide by and pay the money awarded by the final decree rendered by the Court, or the Appellate Court, if any appeal intervene, then this stipulation to be void, otherwise to remain in full force and virtue.

S. S. Co., L'd.
JOHN DOE.
by B. & Co., Agents.
RICHARD ROE.

Taken and acknowledged, this —— day of ——, 1890, before me,
[SEAL.] —— ——, U. S. Commissioner.

[Same affidavit as in Form IV.]

The value of the steamship X. is hereby fixed by consent for the purposes of bonding at the sum of six thousand dollars.

Dated, ——, 1890.

L. & K., Proctors for Libelants.
S. & G., Proctors for Claimants.

FORM IX.—BOND TO MARSHAL.

District Court of the United States of America for the Eastern District of New York.

Know all men by these presents that we, X Y., claimant, and Richard Roe and John Doe, sureties, are held and firmly bound unto A. W., Marshal of the United States for the Eastern District of New York, in the sum of four thousand dollars, to be paid to the said A. W., for the payment of which, well and truly to be made, we bind ourselves and each of us, our and each of our heirs, executors, and administrators, jointly and severally, firmly by these presents. Sealed with our seals, and dated the 16th day of April, 1891.

Whereas a libel has been filed in the District Court of the United States for the Eastern District of New York, on the 14th day of April,

1891, by J. S., libelant, against the brig Q., for the sum of two thousand dollars, on which process of attachment has issued, and the said brig is in custody of the marshal under the said attachment, and X. Y. has applied for a discharge of said brig from the custody of the marshal, and has filed a claim claiming the said brig as owner, and has filed a stipulation for the claimant's costs, pursuant to the rules and practice of the said Court:

Now, therefore, the condition of this obligation is such, that if the above bounden X. Y., Roe and Doe, shall abide by and perform the decree of this Court, then this obligation shall be void, otherwise the same shall be and remain in full force and virtue.

X. Y. [SEAL.]
RICHARD ROE. [SEAL.]
JOHN DOE. [SEAL.]

Sealed and delivered, and taken and acknowledged, this 16th day of April, 1891, before me,

[SEAL.] —— ——, Notary Public.

[Same affidavit as in Form IV.]

FORM X.—ORDER APPOINTING APPRAISERS.

At a stated term, etc. Present: The Honorable Charles L. Benedict, District Judge.

ROBERT PICKFORD et al.
vs.
THE BARK B., HER TACKLE, ETC.

Upon the affidavit of —— —— [*or* consent of the parties hereto], now, on motion of S. & G., proctors for the owners of said bark B., it is ordered that F. E. M. and A. S. be, and they are hereby, appointed appraisers to appraise the value of the bark B., her tackle, etc., and return the appraisement made to the clerk of this Court forthwith; [and that before proceeding to make such appraisement said appraisers choose in writing a third person, who shall act with them in case they disagree as to the value of said vessel, that the appraisement be made in the first instance by the two appraisers herein named, and that, in case they cannot agree, then the third person so chosen act with them, and the appraisement of two of said appraisers stand as the appraisement of said vessel.]

FORM XI.—NOTICE TO APPRAISERS.

[TITLE.]

SIR: Take notice that you together with A. S. have been appointed appraisers to appraise the value of the bark ——. You will please call at the office of the Clerk of the United States District Court, in the

City of Brooklyn, at —— o'clock A. M., on the —— instant, and take and subscribe the oath required by law.

Yours, &c., B. LINCOLN BENEDICT, Clerk.

To F. E. M.

Dated, Brooklyn, Dec. 1, 1891.

FORM XII.—OATH OF APPRAISERS.

[TITLE.]

We, the undersigned, having been appointed appraisers to appraise the value of the bark B., do solemnly swear that we will faithfully appraise the same to the best of our skill and ability.

Subscribed and sworn to, etc.

F. E. M.
A. S.

FORM XIII.—NOTICE OF APPRAISEMENT.

[TITLE.]

The undersigned, having been appointed appraisers to appraise the bark B., her tackle, etc., do hereby give public notice, that they will proceed to appraise said bark at the South Central Wharf, Atlantic Basin, where she now lies, on the 4th instant, at ten o'clock A. M. of that day.

Dated, Brooklyn, Dec. 2, 1891.

F. E. M.,
A. S.,
Appraisers.

FORM XIV.—REPORT OF APPRAISERS.

[TITLE.]

We, the undersigned, having been duly appointed and sworn as appraisers to appraise the Bark B., her tackle, etc., do report that we have examined and appraised said bark, and do find that said bark, her tackle, etc., are worth the sum of $1,400.

All of which is respectfully submitted.

Dated, Brooklyn, Dec. 4, 1891.

F. E. M.
A. S.

FORM XV.—EXCEPTIONS TO LIBEL.

[TITLE.]

The claimant hereby excepts to the libel herein for insufficiency and indistinctness, in the following respects:—

1. It does not disclose how the steamer C. bore when first seen from the tug E.

2. It does not disclose what lights of the steamer C. were seen from the tug E., and when they were seen and how they bore.

S. & G., Proctors for Claimant.

FORM XVI.—ANSWER IN ADMIRALTY.

To the Honorable Addison Brown, Judge of the District Court of the United States for the Southern District of New York:

J. S. and others, owners and claimants of the steamship T., her engines, etc., as the same are proceeded against on the libel of M. and N. in a cause of contract civil and maritime, answer said libel and complaint as follows:—

First. The claimants admit the partnership of the libelants, and they have no knowledge or information sufficient to form a belief as to the other allegations of the first article of said libel.

Second. The claimants admit that on or about the 31st day of December, 1885, at Genoa, Italy, there was shipped in apparent good order and condition by R. & Co. on board said steamship, then lying in said port of Genoa, and bound for the port of New York, 113 iron drum represented to contain glycerine, said to be marked and numbered as alleged in the second article of said libel, and that thereaftr the master or agent of said vessel signed bills of lading for said merchandise, wherein and whereby they acknowledged the receipt thereof in apparent good order and condition, and agreed to deliver the same, subject to tae exceptions and conditions mentioned in said bills of lading, in the like good order and well conditioned as received, at the port of New York, unto Drexel, Morgan & Company, or assigns, upon the payment of freight agreed upon.

Further answering, the claimants deny each and every other allegation of the second article of said libel.

Third. The claimants have no knowledge or information sufficient to form a belief as to the allegations of the third article of said libel, and therefore deny the same.

Fourth. The claimants admit that thereafter said vessel sailed from the port of Genoa on her voyage to New York, where she arrived on or about the 27th day of March, 1886, and there delivered said merchandise in the like good order and condition in which the same was received, subject to the exceptions and conditions mentioned in the said bills of lading.

They admit that three of said drums were damaged, and that part of the contents thereof was lost. They admit that payment of the claim of $150 has been demanded of the agents of said steamship, and refused.

Further answering, the claimants deny each and every allegation of the fourth article of said libel not hereinbefore specifically admitted.

Fifth. The claimants admit the jurisdiction of this court, and deny the other allegations of the seventh article of said libel.

Sixth. Further answering, the claimants allege that said steamship T. is, and was at the times herein mentioned, a British vessel, hailing from ——, and sailing under the British flag.

That the drums of glycerine hereinbefore mentioned were well and properly stowed by a competent stevedore in the manner usual and cus-

tomary at the port of shipment, and were well and sufficiently dunnaged. That a bill of lading was duly given therefor, to which the claimants beg leave to refer and make a part of this their answer, whereby it was stipulated and agreed that said merchandise should be delivered, subject to the exceptions and conditions therein mentioned, from the ship's deck, where the ship's responsibility should cease. . . . at the port of New York, . . . the act of God, the Queen's enemies, . . . loss or damage resulting from any of the following perils, whether arising from the negligence, default, or error in judgment of the pilot, master, mariners, engineers, or other persons in the service of the ship, namely, . . . or other perils of the seas, rivers, navigation, or land transit, of whatever nature or kind soever and howsoever caused, excepted; . . . weight, measurement, contents, quality, brand, and value unknown; and not accountable for loss or damage resulting from sweating, leaking, breakage, rust, decay, . . . deterioration in quality, slightness or insufficiency of packages, stowage, or contact with or smell or evaporation from any other goods. And it was further agreed that the ship-owner was "not to be liable for any damage to any goods which is capable of being covered by insurance, nor for any claim, notice of which is not given before the removal of the goods." And, "in case of damage, loss, or non-delivery, the ship-owner . . . not to be liable for more than the invoice value of the goods."

That thereafter said vessel with said merchandise on board sailed from the said port of Genoa to the port of Leghorn, thence to Castellamare, thence to Catacolo, thence to Patros, thence to Trieste, and thence to certain Sicilian ports, thence to Naples, thence to Gibraltar, and thence to New York, where she arrived after an unusually long and boisterous passage on or about the 26th day of March, 1886.

That during said voyage said vessel encountered very heavy weather in the Adriatic and Mediterranean and in the Atlantic, which caused the vessel to strain and labor heavily, and roll and pitch and ship large quantities of water, and the cargo to work and strain.

That whatever damage was done to said drums of glycerine resulted from the perils of the seas aforesaid, and is due in no way to any fault or negligence on the part of the claimants, or of the master, officers, or agents of said vessel; all of whom, on the contrary, did everything in their power for the protection and care of said merchandise.

That the said drums in which the said glycerine was packed were of fragile materials and brittle metal, entirely insufficient to withstand ordinary sea perils, and that the beaking of said drums was caused by such insufficiency, and by defects thereof, as well as by the bad weather encountered by the said vessel, and by perils of the seas, and by other causes excepted in said bill of lading.

That by the law of the flag of said steamship as well as by the law of the place of the contract, all of the exceptions of said bill of lading, as above set forth, are valid against the shippers of said merchandise,

and against the libelants; and the claimants beg leave to refer to such laws, which they will prove upon the trial hereof.

That all and sigular the premises are true.

Wherefore the claimants pray that said libel may be dismissed with costs.

J. S. AND OTHERS,

[*Verification.*] By G. BROTHERS, Agents.

FORM XVII.—PETITION TO BRING IN VESSEL UNDER SUPREME COURT RULE 59.

To the Honorable Edward T. Green, Judge of the District Court of the United States for the District of New Jersey:

The petition of John Smith, sole owner of the ship Emily, against the steam-tug Franklin, her engines, etc., and against all persons claiming any interest therein, in a cause of collision, civil and maritime, alleges as follows:—

First. The petitioner was at the times hereinafter mentioned, and is now, the sole owner of the ship Emily, which is a British vessel, hailing from Liverpool, England, of 864 tons register, and was up to the time of the collision hereinafter mentioned tight, staunch and strong, and in every way seaworthy.

Second. [Sets forth facts of collision between ship Emily in tow of tug and a dredge at anchor.]

Third. Said collision was not caused or contributed to by any negligence on the part of the petitioner or of those in charge of said ship, but was caused by the negligence of the steam-tug Franklin, in the following respects among others. [Here faults are specified.]

Fourth. On or about the 5th day of November, 1888, Richard Roe filed a libel and commenced a suit in this court against said ship Emily, her tackle, etc., only, for damages alleged to have been sustained by said steam dredge by the collision aforesaid, in the sum of $5,000; and on or about the 12th day of November, 1888, the petitioner duly filed in said cause a claim to said ship Emily, her tackle, etc., with the stipulation for costs required by the rules and practice of this Court, and also a stipulation in the sum of $6,500, the agreed value of said ship. Your petitioner has not yet filed his answer to said libel, the process not having yet been returned.

And your petitioner alleges that said steam-tug Franklin, her engines, etc., ought to be proceeded against for said damages in the same suit as said ship.

Fifth. Said steam-tug Franklin is now within this district and within the jurisdiction of this Court.

Sixth. All and singular the premises are true, and within the jurisdiction of the United States and of this Honorable Court.

Wherefore your petitioner prays that process may issue according to the practice of this Court and the rules of the Supreme Court in Admiralty against the steam-tug Franklin, her engines, etc., to the end that said tug may be proceeded against in this suit for the damage alleged to have been sustained by the libelant Roe, as if said tug had been

originally proceeded against herein. And the petitioner further prays that all persons claiming any interest in said tug Franklin may be cited to appear and answer the libel herein and this petition, and that said tug Franklin may be condemned and sold to satisfy the claim of the libelant for damages, if any, with interest and costs, and also the costs of petitioner herein, and that the petitioner may have such other or further relief as may be proper.

Sworn to, etc. JOHN SMITH.

FORM XVIII.—INTERLOCUTORY DECREE AND DEFAULT IN ADMIRALTY.

At a stated term, etc. Present: Hon. —— ——, Judge.

[TITLE.]

The marshal having returned on the monition issued in the above entitled cause that he had attached the said vessel, her tackle, apparel and furniture, and upon the certified copy order of publication that he had given due notice to all persons claiming the same that the court would, on this day, proceed to the trial and condemnation of the said vessel, her tackle, etc., should no claim be interposed for the same: whereupon, on motion of D. & F., proctors for the libelants, proclamation was made for all persons interested in the said vessel, her tackle, etc., to appear and interpose their claims: and no person appearing, on like motion, it is further ordered that the defaults of all persons be, and the same are accordingly hereby, entered, and that the said vessel, her tackle, etc., be condemned to pay the demands of the libelants.

And it is further ordered that it be referred to —— ——, a commissioner of this court, to ascertain and compute the amount due the libelants for repairs, and to report the same to this court, with all convenient speed.

FORM XIX.—INTERLOCUTORY DECREE IN ADMIRALTY.

At a stated term, etc. Present: Hon. —— ——, Judge.

[TITLE.]

This cause having been heard on the pleadings and proofs of the respective parties, and having been argued by the respective advocates, now on motion of S. and G., proctors for the libelant, it is ordered that the libelant recover herein against the ship Y., her tackle, etc., the damages sustained by him by reason of the matters set forth in the libel, and that it be referred to —— ——, a commissioner of this court, to ascertain the amount of such damages, and report thereon to this court with all convenient speed.

Third. Because he has allowed for a new wheel of the C.

Fourth. Because he has reported that the libelants are entitled to recover $3,031.11 for repairs.

Fifth. Because he has reported that the libelants are entitled to recover $3,081.52 for demurrage.

Sixth. Because he has reported that the libelants are entitled to recover the sum of $7,107.03.

Seventh. Because he has adopted an erroneous rule of damages and has allowed more than the market value of the C. during the detention.

Eighth. Because he has allowed to the libelants for demurrage more than they actually lost, viz., more than the expense incurred by them in performing the various charters of the C.

Ninth. Because he has not adopted the principle of *restitutio in integrum*, but by his report has held that the libelants could make a profit out of the disaster.

——— ———, Claimant's Proctor.

FORM XX.—FINAL DECREE IN ADMIRALTY.

At a stated term, etc. Present: ——— ———, Judge.

JOHN SMITH and THOMAS BROWN, Libelants.
against
THE R. I. STEAMBOAT COMPANY, Respondent.

This cause having been heard on the pleadings and proofs of the respective parties, and having been argued by the respective advocates, now on motion of D. & F., proctors for the libelants, it is ordered, adjudged, and decreed that the libelants above named recover herein against the respondent above named the sum of $5,000, with interest thereon from the 9th day of January, 1889, amounting to $725, and costs, taxed at the sum of $112.67, making in all the sum of $5,837.67.

And it is further ordered, adjudged and decreed that, unless this decree be satisfied, or proceedings thereon be stayed on appeal, within the time limited and prescribed by the rules and practice of this court, the libelants have execution to satisfy this decree, and the stipulators for costs in behalf of the respondent cause the engagements of their stipulation to be performed.

FORM XXI.—FINAL DECREE IN ADMIRALTY.

At a stated term of the District Court of the United States for the Southern District of New York, held at the Court Rooms in the City of New York on the 3d day of April, 1891. Present: Honorable Addison Brown, Judge.

THE STEAM TOWAGE COMPANY, Libelant.
against
THE SCHOONER SARAH, HER TACKLE, ETC.
JOHN SMITH, Claimant.

This cause having come on to be heard upon the pleadings and proofs adduced by the respective parties, and having been argued by the re-

spective advocates, now on motion of D. & F., proctors for the claimant, it is ordered, adjudged, and decreed that the libel herein be and the same hereby is dismissed with costs, and it is further ordered, adjudged, and decreed that John Smith, the claimant above named, recover herein against the libelant the sum of sixty-eight 28-100 dollars costs as taxed.

And it is further ordered that, unless this decree be satisfied or an appeal be taken therefrom within the time limited and prescribed by law and the rules and practice of this Court, the stipulators for costs on the part of the libelant cause the engagements of their stipulation to be fulfilled, or show cause within four days thereafter why execution should not issue against their goods, chattels and lands to satisfy this decree.

ADDISON BROWN.

FORM XXII.—FINAL DECREE IN ADMIRALTY.

At a stated term of the District Court, etc. Present: Hon. —— ——, Judge.

JOHN SMITH
against
THE STEAMBOAT X., HER ENGINES, ETC., AND THE SEAM-TUG Y., HER ENGINES, ETC.

The report of the commissioner to whom it was referred to ascertain the damages sustained by the libelant by reason of the matters set forth in the libel having been filed, wherefrom it appears that such damages amount to the sum of three thousand dollars, and exceptions to said report having been filed on the part of the libelant and both the claimants, and such exceptions having been overruled, now, on motion of D. & F., proctors for the libelants, it is

Ordered that said report be, and the same hereby is, in all respects confirmed; and it is further ordered, adjudged and decreed that the libelant recover herein as damages said sum of three thousand dollars, and as interest thereon from the date of said report the sum of one hundred dollars, and as costs the sum of two hundred dollars, making in all the sum of thirty-three hundred dollars, for which sum said steamboat X., and said steam-tug Y., their engines, etc., are hereby condemned.

And it is further ordered, adjudged, and decreed, that as between said steam-boat and said steam-tug the amount so adjudged to the libelant with the accruing interest and charges be paid by the respective claimants of said vessels in equal moieties, and that any portion of either of such moieties which the libelant shall not be able to collect from or enforce against either said steam-boat or said steam-tug, or their respective claimants, shall be collected from or enforced against the other.

And it is further ordered, adjudged and decreed that, unless this decree be satisfied or proceedings thereon be stayed on appeal within the time and in the manner prescribed by the rules and practice of this Court, the stipulators for costs and value on the part of said ves-

sels cause the engagements of their stipulations to be performed, or show cause within the time prescribed by law why execution should not issue against their goods, chattels and lands to satisfy this decree.

FORM XXIII.—FINAL DECREE IN ADMIRALTY FOR SUMMARY JUDGMENT ON BOND TO MARSHAL.

At a stated term, etc. Present: Hon. —— ——, Judge.

JOHN SMITH
against
THE STEAMBOAT X. AND THE STEAM-TUG Y.

On reading and filing the reoprt of A. B., to whom it was referred to ascertain the damages sustained by the libelant, whereby there is reported due the libelant as such damages the sum of $3,000, and the time to file exceptions to said report having expired, and no exceptions thereto having been filed, now on motion of D. & F., proctors for the libelant, it is

Ordered that said report be in all things confirmed, and that the libelant recover herein against the steamboat X., said sum of $3,000 reported due as aforesaid, with $100 interest, and $200 costs, making the sum of $3,300, and that said steamboat X., her engines, etc., be condemned therefor.*

And it is further ordered, adjudged and decreed that in pursuance of the Act of Congress passed March 3, 1847, a summary judgment be and the same hereby is entered against R. S., principal, and G. H. and J. K., sureties, on their bond given on the discharge of said steamboat from custody, for the sum of $6,000, the amount of their said bond.

And it is further ordered, adjudged, and decreed, that the libel herein be dismissed as against the steam-tug Y., with costs, and that M. N., claimant of said steam-tug, recover herein against the libelant the sum of $75 costs.

And it is further ordered, adjudged and decreed that, unless this decree be satisfied or proceedings thereon stayed on appeal within the time and in the manner prescribed by the rules and practice of this Court, the libelant have execution to enforce satisfaction of this decree as against said steamboat X., and the stipulators for costs on the part of the libelant cause the engagements of their stipulation to be performed, or show cause why execution should not issue against their goods, chattels and lands to enforce satisfaction of this decree as against the libelant.

FORM XXIV.—FINAL DECREE AND ORDER OF SALE IN ADMIRALTY.

At a stated term, etc. Present: Hon. —— ——, Judge.

[TITLE.]

[Same as last form to *.]

*And it is further ordered that the Clerk of this Court issue a writ of *venditioni exponas* to the Marshal of the District, for the sale of said steamboat X., returnable at the October Term, the Marshal giving six days' notice of sale, pursuant to law.

And it is further ordered that out of the proceeds of the sale of the said vessel, when paid into the Registry of the Court, the Clerk of this Court pay to the libelant or his proctor the amount reported due, together with his taxed costs.

And it is further ordered that, unless an appeal be taken from this decree within the time limited and prescribed by the rules and practice of this Court, the Clerk, after deducting the taxed costs of the officers of Court, distribute the proceeds in satisfaction of this decree, subject to all priorities as they now exist.

FORM XXV.—NOTICE OF APPEAL IN ADMIRALTY.

District Court of the United States for the Southern District of New York.

A. B., Libelant and Appellant,
against
THE SCHOONER SARAH, HER TACKLE, ETC.
M. M., Claimant and Appellee.

SIRS: Take notice that the libelant above named hereby appeals to the United States Circuit Court of Appeals for the Second Circuit from the final decree, entered herein June 23, 1891.

Dated, N. Y., July 3, 1891. Yours, etc.,

—— ——,
Proctors for Libelant and Appellant.

To —— ——, Proctors for Claimant and Appellee.

SAMUEL H. LYMAN, Esq.,
Clerk of the District Court of the United States for the S. D. of N. Y.

FORM XXVI.—PETITION ON APPEAL.

United States Circuit Court of Appeals for the Second Circuit.

A. B., Libelant and Appellant,
against
THE SCHOONER SARAH, HER TACKLE, ETC.
M. N., Claimant and Appellee.

To the Honorable United States Circuit Court of Appeals for the Second Circuit:

The petition of A. B., the libelant herein, respectfully shows as follows:—

1. On or about December 6, 1890, the libelant filed a libel in the District Court of the United States for the Southern District of New York against the above-named schooner, in a cause, civil and maritime, to recover the sum of $1,000 for damages alleged to be due the libelant from said schooner, with interests and costs, as by reference to said libel will more fully appear.

2. On or about January 20, 1891, the claimant duly appeared and filed his answer to said libel, praying that the libel be dismissed with costs, as by reference to said answer will more fully appear.

3. In March, 1891, said cause came on for hearing before the Honorable Addison Brown, Judge of said District Court, and such proceedings were had that on April 3, 1891, a final decree was made and entered in said suit, whereby it was adjudged that the libel be dismissed and that the claimants recover the sum of $68.28 as costs.

4. The above named libelant and appellant is advised and insists that said final decree is erroneous, in that it does not decree payment of the libelant's claim with interest and costs.

5. For this and other reasons the above named libelant and appellant appeals from said final decree to the United States Circuit Court of Appeals for the Second Circuit, and on said appeal intends to seek a new decision on the law and on the facts, upon the pleadings and proofs in said District Court, and upon new pleadings and proofs to be introduced in this court, and prays that the record and proceedings aforesaid may be returned to the United States Circuit Court of Appeals for the Second Circuit, and that said decree may be reversed and the libelants be decreed payment of their claim with interest and costs in the District Court and in this Court.

S. & G.
Proctors for Appellants.

Dated, N. Y., July 17, 1891.

FORM XXVII.—ORDER FOR MANDATE IN ADMIRALTY.

At a stated term of the United States Circuit Court of Appeals for the Second Circuit, held in the Court Rooms in the city of New York, on the —— day of December, 1891. Present: Honorable WILLIAM J. WALLACE and Honorable E. HENRY LACOMBE, Judges.

[TITLE.]

This cause having come on to be heard on appeal from the decree of the District Court of the United States for the District of Connecticut, entered herein ——, 1891, now, on motion of D. & F., proctors for the libelant and appellant, it is

Ordered that said decree be, and the same hereby is, reversed, with costs of this Court, and that the costs of the District Court be apportioned, and that a mandate issue to said District Court directing said court to proceed in accordance with the opinion of this Court.

FORM XXVIII.—MANDATE IN ADMIRALTY.

UNITED STATES OF AMERICA, SS.

The President of the United States of America, to the Honorable the Judge of the District Court of the United States for the Southern District of New York, GREETING:

[SEAL.]

Whereas, lately in the District Court of the United States for the Southern District of New York, before you, in a cause between J. S., libelant and appellee, and the steamship X., whereof A. B. is claimant and appellant, wherein the decree of said Court is in the words and figures following, viz: [Here state substance of decree of District Court] as by the inspection of the transcript of the record of the said Court, which was brought into the United States Circuit Court of Appeals for the Second Circuit by virtue of an appeal taken out by said A. B., agreeably to the Act of Congress in such case made and provided, fully and at large appears:

And whereas, in the present term of October, in the year of our Lord one thousand eight hundred and ninety-one, the said cause came on to be heard before the said United States Circuit Court of Appeals for the Second Circuit, on the said transcript of record, and was argued by counsel.

On consideration whereof it is now here ordered, adjudged and decreed by this Court that the decree of the District Court be, and the same hereby is, affirmed, with the costs of this Court, amounting to the sum of $42.25.

You, therefore, are hereby commanded that such further proceedings be had in said cause, in conformity with the opinion of this court, as according to right and justice and the laws of the United States ought to be had, the said appeal notwithstanding.

Witness the Honorable MELVILLE W. FULLER, Chief Justice of the

Supreme Court of the United States, the twenty-fourth day of December, in the year of our Lord one thousand eight hundred and ninety-one.

JOHN A. SHIELDS,
Clerk of the United States Circuit Court of Appeals for the Second Circuit.

Costs of Clerk	$12.90
Printing record	4.35
Attorney	25.00
	$42.25

FORM XXIX.—FINAL DECREE ON MANDATE IN ADMIRALTY.

At a stated term of the District Court, etc. Present: Honorable —— ——, Judge.

[TITLE.]

The decree of this court entered herein July 7, 1891, having been affirmed on appeal to the United States Circuit Court of Appeals for the Second Circuit, as appears from the mandate of said court filed herein December 12, 1891, now, on motion of D. & F., proctors for the libelant and appellee, it is

Ordered, adjudged, and decreed that the libelant above named recover herein the sum of $——, damages, and the further sum of $——, interest thereon from the date of the report of the commissioner herein, and the further sum of $——, costs of this court, and the further sum of $42.25, costs of said Court of Appeals, making in all the sum of $——, for which sum the above-named vessel, her tackle, etc., are hereby condemned.

And it is further ordered, adjudged and decreed that the stipulators for costs and value on the part of the claimant and the sureties on the bond given on appeal herein cause the engagements of their stipulations and bond to be performed, or show cause why execution should not issue against their goods, chattels and lands in satisfaction hereof.

FORM XXX.—LIBEL OF PETITION FOR LIMITATION OF LIABILITY.

To the Honorable Addison Brown, Judge of the District Court of the United States for the Southern District of New York:

The libel and petition of the T. Steamship Company, owner of the steamship D., in a cause of action, civil and maritime, respectfully shows:—

First. Your petitioner is a corporation duly created and organized by and under the laws of the kingdom of ——, having its principal office at ——, and owns and runs a line of steamships for the carriage of cargo and passengers between German ports and the port of New York, known as the T. Line. At the times hereinafter mentioned your peti-

tioner was the owner of said steamship D., which was engaged in the business of carriage of cargo and passengers in said line as aforesaid.

Second. On the 20th day of March, 1889, said steamship D., having on board a large general cargo and about 500 passengers, and being fully manned with a large and competent crew, under command of an experienced master with a full corps of efficient officers, left the port of H. bound on a voyage to New York *via* the ports of C. and D. After touching at said ports, and taking on more passengers and cargo and ship's coals, said steamship left D. for New York on March 26th, passing Dennis Head on the 27th, and through Pentland Frith on the following day, whence all went well with said vessel until the 2d of April, when a storm came up, and for two days the vessel labored heavily in the seas. On the morning of the 4th the high seas continued, and finally, at 3:30 P. M., when in latitude 46° 28′ and longitude 40° 6′, a shock was felt throughout the ship. The engines were stopped instantly, and upon investigation it was found that the stern section of the propeller shaft had broken in the stern tube, and that at the same time the stern bulkhead was broken into and rivets started, letting in a large quantity of water. All the pumps were worked, the sails set. The pumps were kept going, but were unable to keep the water under control. The pumps were worked by steam, and the other compartments of the vessel kept empty; but the water continued to rise in the engine-room. A portion of the cargo was jettisoned without avail. The water in the after hold rose to a depth of three feet. The sea was still high. The storm continued, and the steamer labored heavily, and began noticeably to settle lower aft.

At daylight on the 6th of April the steamship M. was sighted. She promptly offered assistance. Her commander undertook to tow the D. to the nearest land, which was the Azores. The M. accordingly began towing. The leak in the D. increased so rapidly that at 11 A. M. her passengers were begun to be transferred to the M., which was concluded at 4 P. M. The captain of the M. then declined to tow the D. longer, after the passengers had been transferred; and as the leak was increasing, the captain and crew of the D. were compelled for their own safety to abandon the vessel, which was done; and thereafter said vessel, together with all her tackle, apparel, boats and appurtenances have become a total loss, and no freight moneys have been earned, paid, or received therefrom.

Said accident happened, and the loss, damage, injury and destruction above set forth were occasioned, done and incurred without fault or privity or knowledge of your petitioner, and without the fault of any of its officers, agents or servants, but were due solely to perils of the seas.

Fourth. Nevertheless certain persons claiming to have been passengers on said vessel, and persons claiming to have lost passengers' luggage or baggage upon the D., have already brought suit against your petitioner, and other suits are threatened. On the 6th day of May, 1889, one X. Y. commenced an action against your petitioner in the Supreme Court of the State of New York for the City and County of New York, within the Southern District of New York, to recover damages for alleged loss or destruc-

tion of luggage upon said steamship; and said action is still pending, the plaintiff's attorney being J. S., Esq., whose office is at ——, in the City of New York. Your petitioner desires to contest its liability for the loss, destruction, damage, and injury occasioned by said accident, and also to claim the benefit of the limitation of liability provided in the third and fourth sections of the Act of Congress, entitled "An Act to limit the liability of ship-owners and for other purposes," passed March 3, 1851, now embodied in §§ 4283 to 4285 of the Revised Statutes, and the various statutes in addition thereto and amendatory thereof.[1] [and is ready and willing to transfer any interest or *spes recuperandi* in the steamship D. for the benefit of all such claimants to a trustee to be appointed by this Honorable Court, although, as this petitioner is advised and believes, said steamship D. and her freight moneys, and her tackle and apparel, are now and have been a total loss.]

Fifth. Your petitioner further states the facts and circumstances by reason of which exemption from liability is claimed, as follows, in addition to the facts hereinbefore alleged:—

That the said steamship D. was in all respects sound, staunch, and seaworthy, and properly manned and equipped, and provided for the voyage in which she was engaged, and under command of proper and suitable officers.

That said accident occurred through no fault or negligence on the part of the persons on board of or having charge of the navigation of the said steamship D., but was wholly due to the perils of the seas, the severity of the storm, and the action of the elements in breaking the shaft of said steamer within the stern tube, whereby the stern bulkhead was broken and rivets started and a leak made so that it became impossible to repair her, which finally caused her to be abandoned by her passengers, officers, and crew.

That said steamship D. has not been libeled or arrested in any court to answer for said loss or destruction, but that the owners have been sued within the Southern District of New York, as aforesaid.

That your petitioner is ignorant of the amount of the losses and injuries suffered by the several freighters and owners of merchandise upon said voyage.

Wherefore your petitioner prays that this Honorable Court[1] will issue a motion against all persons claiming damages for any loss, destruction, damage, or injury occasioned by said accident, citing them to appear before this court and make due proof of their respective claims, at a time to be therein named: as to all which claims your petitioner will contest its liability, independently of the limitation of liability claimed under the act and statute aforesaid.

Also that the court will designate a commissioner before whom proof of

---

[1] Or in case of an appraisement, "and to that end desires an appraisement to be had of the amount or value of its interest in said steamship in the condition in which she was after said accident and damage on ——, 1889, and of her freight then pending; and for that purpose your petitioner asks that said steamship be examined and her value ascertained by a commissioner of the [District] Court, or by such other means as the court shall direct."

all claims presented in pursuance of such monition shall be made; and that, upon the coming in of the report of said commissioner and upon the hearing of the cause, if it shall appear that the petitioner is not liable for such loss, damage, destruction, and injury, it may so finally be decreed by this court. And that in the meantime and until the final judgment of the court shall be rendered herein, this court will make an order restraining the further prosecution of all and any suit or suits against the petitioner, in respect to any such claim or claims, particularly by the said N. Y., who brought suit in the Supreme Court of the State of New York as hereinbefore specified; and the petitioner will ever pray, etc.

FORM XXXI.—ORDER FOR TRANSFER TO TRUSTEE.

At a stated term of the District Court of the United States for the Southern District of New York, held at the United States Court Rooms in the City of New York, on the 25th day of June, 1889. Present: Honorable Addison Brown, District Judge.

IN THE MATTER OF THE PETITION OF THE T. STEAMSHIP COMPANY AS OWNER OF THE LATE STEAMSHIP D.

Upon reading and filing the libel and petition of the T. Steamship Company as owner of the late steamship D., showing that it has been sued as such owner by one X. Y., claiming to have been owner of certain passengers' baggage lost and destroyed on such vessel at the time of the abandonment of said steamship on the 6th day of April, 1889, to recover for such loss, destruction, damage, and injury; and that other actions are threatened against said petitioner, and that the whole value of said vessel and her freight has been totally lost, and that the same is therefore not sufficient to make compensation to each of the freighters and owners therefor; and that such loss, destruction, damage, and injury was done, occasioned, and incurred without the privity or knowledge of such owner, and that said petitioner desires to claim the benefit of the limitation of liability provided for in the third and fourth sections of the Act of Congress, entitled "An Act to limit the liability of ship-owners and for other purposes," passed March 3, 1851, now embodied in §§ 4283 to 4285 of the Revised Statutes, and the various statutes in addition thereto and amendatory thereof, and also to contest its liability and the liability of said vessel for said loss, destruction, damage, and injury, independently of the limitation and liability claimed under said Act, said libel and petition also stating the facts and circumstances on which such exemption from limitation of liability are claimed, and praying proper relief in the premises in that behalf, and the said owner having elected to make a transfer as hereinafter provided.

[1] In case of appraisement, here insert "will be pleased to cause due appraisement to be had of the value of said steamship D. in the condition in which she was immediately after said accident, and is now, and, upon the ascertainment of said value, make an order for payment thereof into court, or for the giving of a stipulation, with sureties, for payment thereof into court whenever the same shall be ordered, and."

It is hereby ordered, in conformity with said Act of Congress and the statutes amendatory thereof and the Rules of the Supreme Court of the United States made in pursuance thereof, that said T. Steamship Company transfer its interest in the late steamship D. and her freight for the said voyage, for the benefit of all such claimants, to Samuel H. Lyman, Esquire, of the City of New York, who is hereby appointed, pursuant to the provisions of the fourth section of said act, to be trustee for the person or persons who may prove to be legally entitled thereto.

ADDISON BROWN.,

FORM XXXII.—TRANSFER TO TRUSTEE.

District Court of the United States for the Southern District of New York.

IN THE MATTER OF THE PETITION OF THE T. STEAMSHIP COMPANY AS OWNER OF THE STEAMSHIP D., FOR LIMITATION OF LIABILITY.

WHEREAS, a petition has been filed by the above-named petitioner as owner of the late steamship D. praying for a limitation of its liability in respect of such vessel; and whereas, by an order duly made herein, Samuel H. Lyman, Esq., has been appointed trustee, to whom the petitioner's interest in said steamship and her freight is directed to be transferred for the benefit of the claimants thereto:

Now, therefore, in consideration of the premises, and in compliance with the said order of this Honorable Court, the T. Steamship Company of —— above named, by its agents thereunto duly and lawfully authorized, in pursuance of the Act of Congress of the United States entitled "An Act to limit the liability of shipowners, and for other purposes," passed March 3, 1851, now embodied in §§ 4283 to 4285 of the Revised Statutes, and the several statutes amendatory and supplemental thereof, and in compliance with the rules of the Supreme Court of the United States made in pursuance thereof, does hereby grant, assign, transfer, and set over absolutely all its right, title, interest, and property in and to said steamship known as the D., her engines, boilers, tackle, apparel, and furniture, or any savings, remnants, or wreckage of said steamship, her engines, boilers, tackle, apparel, and furniture, and in and to the freight of the said steamship for her last voyage in said petition mentioned whether now or hereafter obtained, unto Samuel H. Lyman, Esq., as trustee appointed by the said order of the District Court as aforesaid, to have and to hold the same to him and his successors for the proper uses and offices of his said office of trustee. Power is hereby granted and conveyed to the said Samuel H. Lyman, Esq., trustee as aforesaid, and his successors in office, to make and enforce, by such actions at law or otherwise as may be necessary, all claims and demands of said T. Steamship Company for said steamship, her remnants, and freight.

In witness whereof said T. Steamship Company has subscribed these presents by its general agents for the United States, at the City of New York, on the twenty-fifth day of June in the year one thousand eight hundred and eighty-nine.

Taken and acknowledged in the presence of —— ——.

FORM XXXIII.—ORDER FOR MONITION.

At a stated term, &c. Present: Hon. —— ——, District Judge.

[TITLE.]

On reading the libel and petition herein, verified and filed on June 25th, 1889, for limitation of the liability of the petitioner above named, and it appearing therefrom that the steamship D. broke her shaft and was finally abandoned at sea on April 6th, 1889, and that said vessel and the cargo thereon became a total loss; and petitioner, as owner of the D., also contesting its liability and the liability of said steamship for said loss, destruction, damage, and injury, independently of the limitation of liability claimed, and said libel and petition having stated the facts and circumstances by reason of which exemption from and limitation of liability are claimed; [1][and on reading the order of this court dated the 25th day of June, 1889, whereby it has been ordered that said petitioner transfer its interest in said steamship and her freight for the voyage in said libel and petition mentioned to Samuel H. Lyman, Esquire, to act as trustee for the person or persons who may prove to be legally entitled thereto, pursuant to the provisions of the act of Congress and the statutes amendatory thereof in said libel and petition referred to; and upon reading and filing the instrument of transfer duly executed by said petitioner by his authorized agents, bearing date the 25th day of June, 1889, whereby it appears that the petitioner's interest in such vessel and freight have been transferred to such trustee, pursuant to such order and the said statutes and the rules of the Supreme Court of the United States in that behalf; upon motion of D. & F., proctors for said petitioner,] it is

Ordered that a monition issue, out of and under the seal of this court, against all persons claiming damages for any loss, destruction, damage, or injury occasioned by the disaster to said steamship B. and her subsequent abandonment referred to in said petition, citing them to appear before this court and make due proof of their respective claims, at or before the 10th day of October, 1889, at eleven o'clock in the forenoon; and Samuel H. Lyman, Esquire, a commissioner of the United States [District] Court, is hereby designated as the commissioner before whom such claims shall be presented in pursuance of said monition.

It is further ordered that public notice of such monition be given by the United States marshal for this district, in a newspaper, for the space of fourteen days and thereafter once in each week until the 10th day of October, 1889; and that a copy of such monition and of this order be personally served on the attorneys, proctors, or solicitors of record for the

---

[1] In case of appraisement: "and the amount or value of the interest of the petitioner in the steamship ——, her engines, etc., immediately after the accident sustained by her on the —— day of ——, having been duly appraised at the sum of —— dollars, as appears from the order entered herein on the —— day of ——, 18—, and there being no freight pending on the voyage of said steamship ——, on said —— day —— of, 18—, and the petitioner having duly given a stipulation, with sureties, for the payment of said amount into court whenever the same shall be ordered, and said stipulation having been duly approved by the court, now, on motion of D. & F. proctors for the petitioner."

plaintiffs or libelants in each of the suits brought and pending in any court in the United States against said T. Steamship Company, to recover for any such damages, such service to be made at least one month prior to the said 10th day of October, 1889.

It is further ordered that the prosecution of all or any suit or suits, actions, or proceedings against the T. Steamship Company, in respect of any claim for damages for any loss, destruction, damage, or injury occasioned by said disaster to the steamship D., or her loss and abandonment, be, and the same hereby is, restrained.

It is further ordered that any person claiming damages as aforesaid, who shall have presented his claim to said commissioner under oath, shall be at liberty, on or before said last named date, or within such further time as this court may grant, to answer the libel and petition herein, and to contest the right of the petitioner either to the limitation of liability or exemption from liability, or to both of said reliefs, as prayed for in said petition.

FORM XXXIV.—MONITION.

SOUTHERN DISTRICT OF NEW YORK, SS.

The President of the United States of America to the United States Marshal for the Southern District of New York, GREETING:

Whereas a libel and petition was filed in the District Court of the United States for the Southern District of New York, on the 25th day of June, 1889, by the T. Steamship Company, as owner of the steamship D., praying for a limitation of its liability concerning the loss, destruction, damage, and injury occasioned by the disaster to and abandonment of said steamship on the 6th day of April, 1889, for the reasons and causes in said libel and petition mentioned, and praying a monition of the said court in that behalf to be issued, and that all persons claiming damages for any such loss, destruction, damage, or injury may be thereby cited to appear before said court and make due proof of their respective claims, and, all proceedings being had, that if it shall appear that the said petitioner is not liable for any such loss, destruction, damage, or injury, it may be so finally decreed by this court:

[And whereas the interest of the said petitioner in the steamship D.][1] and her freight then pending has been duly transferred to Samuel H. Lyman, Esquire, as trustee, in compliance with the order of this court, and the said court has ordered that a monition issue against all persons claiming damages for said loss, destruction, damage, or injury, citing them to appear and make due proof of their respective claims:

You are therefore commanded to cite all persons claiming damages for any loss, destruction, damage, or injury occasioned by said disaster to and abandonment of the said steamship, to appear before said court and

[1] Or, "And whereas the value of the interest of the said petitioner in said steamship has been duly appraised at the sum of —— dollars, and there was no freight pending on the voyage of said steamship on said —— day of ——, 18—, and a stipulation for the payment into court of the value of the interest of the said petitioner in said steamship has been given."

make due proof of their respective claims before Samuel H. Lyman, Esquire, a commissioner of the United States [District] Court, at his office, in the United States Court and Post Office Building, on or before the 10th day of October, 1889, at 11 o'clock in the forenoon. And what you shall have done in the premises do you then make return thereof to this court, together with this writ.

Witness the Honorable ADDISON BROWN, Judge of the said court, at the city of New York, in the Southern District of New York, this 25th day of June, in the year of our Lord one thousand eight hundred and eighty-nine, and of our Independence the one hundred and thirteenth.

[SEAL] SAMUEL T. LYMAN, Clerk.

D. & F., Proctors for Libelant and Petitioner.

FORM XXXV.—FINAL DECREE IN PROCEEDINGS FOR LIMITATION OF LIABILITY IN ADMIRALTY.

At a stated term, &c. Present: The Honorable —— ——, District Judge.

IN THE MATTER OF THE LIBEL AND PETITION OF THE T. STEAMSHIP COMPANY, AS OWNER OF THE STEAMSHIP D., ETC., FOR LIMITATION OF LIABILITY.	Final Decree.

A libel and petition of said T. Steamship Company having been filed in this court, showing that it is the owner of the late steamship D., which broke its shaft and was abandoned on the high seas, on the 6th day of April, 1889, resulting in the total loss of said vessel with the cargo laden thereon; and it further appearing therefrom that at the time of filing said libel and petition various actions were threatened by certain passengers thereon, and that one suit was pending against the petitioner by one X. Y. as plaintiff, in the Supreme Court of the State of New York, in the City and County of New York, within the Southern District of New York, to recover loss, damage, and destruction of baggage shipped or put on board said steamship, and it also appearing that such loss, damage, injury, and destruction of property were occasioned without the privity or knowledge of said petitioner, and that said petitioner desires to claim the benefit of the limitation of liability provided for in the Act of Congress of the United States entitled "An Act to limit the liability of shipowners, and for other purposes," passed March 3d, 1851, now embodied in §§ 4283 to 4825 of the Revised Statutes, and the several acts and statutes amendatory thereof and supplemental thereto; and said petitioner having contested any and all liability in respect to said loss, destruction, damage, and injury (independently of the limitation of liability claimed), and said libel and petition having stated the facts and circumstances by reason of which exemption from liability is claimed; and an order of this court having been made thereon dated the 25th day of June, 1889, whereby it was ordered that the said petitioner transfer its interest in said steamship and her freight for the voyage in said libel and petition mentioned to Samuel H. Lyman,

Esquire, to act as trustee for the person or persons who may prove to be legally entitled thereto, pursuant to the provisions of the said Act of Congress of the United States, and the statutes amendatory thereof and supplemental thereto; and the petitioner having duly complied with said order, and having made said transfer to said trustee, as appears by the instrument of transfer duly executed by said petitioner to said trustee, bearing date the 25th day of June, 1889; and an order having been also made dated on said 25th day of June, 1889, directing a monition to issue out of and under the seal of this court, citing all persons claiming damages for the loss, destruction, damage, and injury, to appear before this court and make due proof of their respective claims, with liberty also upon making proof to answer said libel and petition; and a monition having been thereupon, and on the said twenty-fifth day of June, duly issued in pursuance of said last mentioned order, and the said monition having been duly returned by Martin T. McMahon, the marshal of the United States for the Southern District of New York, with proof of due personal service of said monition on the attorney of record for X. Y., the plaintiff in the suit brought and pending against said petitioner, and also due proof of the giving of due notice of said monition by publication in conformity with the directions in said last mentioned order. And on the return of said monition proclamation having been duly made for all persons claiming damages for any loss, destruction, damage, or injury occasioned by the disaster above referred to, appear and present their claims, and such answers or exceptions as they should be advised, and no person having appeared, and no answer or exceptions having been filed, and the default of all persons having been duly noted. And a report having been duly rendered and filed by Samuel H. Lyman, Esquire, commissioner appointed in this proceeding as aforesaid, which report bears date the first day of November, 1889, from which it appears that no claims have been presented to him by any person or parties whatsoever, and it further appearing from said report and the testimony filed therewith that said steamship D. was lost and abandoned at sea on April 6th, 1889, and that the circumstances of said disaster have been correctly set forth in the libel and petition herein, and that said loss and disaster were done and occasioned without fault, privity, or knowledge of the petitioner herein, or of any of its servants, but were due solely to perils of the seas: and that at the time of starting upon said voyage from H., said steamship was in good condition, and was in every respect fully manned and equipped; and it being also reported by said commissioner that the petitioner herein is entitled to the benefit of the limitation of liability provided for in the Act of Congress of the United States, entitled "An Act to limit the liability of shipowners and for other purposes," passed March 3rd, 1851, now embodied in sections 4283 to 4285 of the Revised Statutes of the United States, and the several acts and statutes amendatory thereof and supplemental thereto; and the said Samuel H. Lyman, as trustee, having also made and filed his report as such trustee, wherein he finds and reports that said steamship D. has become a total loss, and that nothing has been received or recovered therefrom, and that no freight moneys have been earned, paid, or received therefrom, and that nothing has therefore come to him or is recoverable by him, as such trustee, and said reports

coming on to be heard, now upon motion of D. & F., proctors for the petitioner.

It is ordered that said several reports of Samuel H. Lyman, Esquire, as commissioners and as trustees, be, and they each are hereby, in all things confirmed; and that the defaults of all and every persons and parties thereto be, and the same hereby are, entered herein, and that the allegations of said libel and petition stand as confessed and admitted.

It is further ordered, adjudged, and decreed that said petitioner, the T. Steamship Company, as owner of the late steamship D., is entitled to the benefit of the limitation of liability provided for in the Act of Congress of the United States, entitled "An Act to limit the liability of shipowners and for other purposes," passed March 3d, 1851, now embodied in sections 4283 and 4285, of the Revised Statutes of the United States, and the several acts and statutes amendatory thereof and suplemental thereto.

And it is further ordered, adjudged, and decreed that said libelant and petitioner be, and it hereby is, forever discharged from all and every claim or demand arising from or growing out of said disaster to the said steamship D., or out of the loss and abandonment of said vessel, and the loss or injury to any cargo, property, effects, and goods then laden thereon.

It is further ordered that said X. Y., his agents, attorneys, proctors, and counsel, refrain from the further prosecution of said action begun by him against the petitioner to recover for the loss, destruction, and injury as aforesaid.

It is further ordered that all other persons whomsoever claiming, or who may hereafter claim, for any loss, destruction, damage, or injury occasioned by said disaster to the steamship D., or by her loss and abandonment, be, and the same hereby are, perpetually restrained and enjoined from bringing, commencing, or instituting, or further prosecuting any suit or suits or proceedings whatever, upon any cause of action whatsoever, against the F. steamship company, for any loss, damage, or injury done, suffered, or occasioned by reason of the loss and abandonment of said steamship D., as aforesaid.

And it is further ordered that this decree be served within the Southern District of New York, in the usual manner, and within any district or districts of the United States other than the Southern District of New York, by the United States marshal for such other district or districts respectively, by delivering a copy of such original decree and exhibiting a certified copy thereof to the party or person to be served.

ADDISON BROWN,
U. S. District Judge.

II.

RULES OF PRACTICE FOR THE COURTS OF EQUITY OF THE UNITED STATES.

Rule 1.

DISTRICT COURT ALWAYS OPEN FOR CERTAIN PURPOSES—ORDERS AT CHAMBERS.

The district courts, as courts of equity, shall be deemed always open for the purpose of filing any pleading, of issuing and returning mesne and final process, and of making and directing all interlocutory motions, orders, rules and other proceedings preparatory to the hearing, upon their merits, of all causes pending therein.

Any district judge may, upon reasonable notice to the parties, make, direct, and award, at chambers or in the clerk's office, and in vacation as well as in term, all such process, commissions, orders, rules and other proceedings, whenever the same are not grantable of course, according to the rules and practice of the court.

2.

CLERK'S OFFICE ALWAYS OPEN, EXCEPT, ETC.

The clerk's office shall be open during business hours on all days, except Sundays and legal holidays, and the clerk shall be in attendance for the purpose of receiving and disposing of all motions, rules, orders and other proceedings which are grantable of course.

3.

BOOKS KEPT BY CLERK AND ENTRIES THEREIN.

The clerk shall keep a book known as "Equity Docket," in which he shall enter each suit, with a file number corresponding to the folio in the book. All papers and orders filed with the clerk in the suit, all process issued and returns made thereon, and all appearances shall be noted briefly and chronologically in this book on the folio assigned to the suit and shall be marked with its file number.

The clerk shall also keep a book entitled "Order Book," in which shall be entered at length, in the order of their making, all orders made or passed by him as of course and also all orders made or passed by the judge in chambers.

He shall also keep an "Equity Journal," in which shall be entered all orders, decrees and proceedings of the court in equity causes in term time.

Separate and suitable indices of the Equity Docket, Order Book and Equity Journal shall be kept by the clerk under the direction of the court.

4.

NOTICE OF ORDERS.

Neither the noting of an order in the Equity Docket nor its entry in the Order Book shall of itself be deemed notice to the parties or their solicitors; and when an order is made without prior notice to, and in the absence of, a party, the clerk, unless otherwise directed by the court or judge, shall forthwith send a copy thereof, by mail, to such party or his solicitor and a note of such mailing shall be made in the Equity Docket, which shall be taken as sufficient proof of due notice of the order.

5.

MOTIONS GRANTABLE OF COURSE BY CLERK.

All motions and applications in the clerk's office for the issuing of mesne process or final process to enforce and execute decrees; for taking bills *pro confesso;* and for other proceedings in the clerk's office which do not require any allowance or order of the court or of a judge, shall be deemed motions and applications grantable of course by the clerk; but the same may be suspended, or altered, or rescinded by the judge upon special cause shown.

6.

MOTION DAY.

Each district court shall establish regular times and places, not less than once each month, when motions requiring notice and hearing may be made and disposed of; but the judge may at any time and place, and on such notice, if any, as he may consider reasonable, make and direct all interlocutory orders, rulings and proceedings for the advancement, conduct and hearing of cases. If the public interest permits, the senior circuit judge of the circuit may dispense with the motion day during not to exceed two months in the year in any district.

7.

PROCESS, MESNE AND FINAL.

The process of subpœna shall constitute the proper mesne process in all suits in equity, in the first instance, to require the defendant to appear and answer the bill; and, unless otherwise provided in these rules or specially ordered by the court, a writ of attachment and, if the defendant cannot be found, a writ of sequestration, or a writ of assistance to enforce a delivery of possession, as the case may require, shall be the proper process to issue

for the purpose of compelling obedience to any interlocutory or final order or decree of the court.

8.

ENFORCEMENT OF FINAL DECREES.

Final process to execute any decree may, if the decree be solely for the payment of money, be by a writ of execution, in the form used in the district court in suits at common law in actions of *assumpsit*. If the decree be for the performance of any specific act, as, for example, for the execution of a conveyance of land or the delivering up of deeds or other documents, the decree shall, in all cases, prescribe the time within which the act shall be done, of which the defendant shall be bound, without further service, to take notice; and upon affidavit of the plaintiff, filed in the clerk's office, that the same has not been complied within the prescribed time, the clerk shall issue a writ of attachment against the delinquent party, from which, if attached thereon, he shall not be discharged, unless upon a full compliance with the decree and the payment of all costs, or upon a special order of the court, or a judge thereof, upon motion and affidavit, enlarging the time for the performance thereof. If the delinquent party cannot be found a writ of sequestration shall issue against his estate, upon the return of *non est inventus*, to compel obedience to the decree. If a mandatory order, injunction or decree for the specific performance of any act or contract be not complied with, the court or a judge, besides, or instead of, proceedings against the disobedient party for a contempt or by sequestration, may by order direct that the act required to be done be done, so far as practicable, by some other person appointed by the court or judge, at the cost of the disobedient party, and the act, when so done, shall have like effect as if done by him.

9.

WRIT OF ASSISTANCE.

When any decree or order is for the delivery of possession, upon proof made by affidavit of a demand and refusal to obey the decree or order, the party prosecuting the same shall be entitled to a writ of assistance from the clerk of the court.

10.

DECREE FOR DEFICIENCY IN FORECLOSURES, ETC.

In suits for the foreclosure of mortgages, or the enforcement of other liens, a decree may be rendered for any balance that may be found due to the plaintiff over and above the proceeds of the sale or sales, and execution may issue for the collection of the same, as is provided in rule 8 when the decree is solely for the payment of money.

11.

PROCESS IN BEHALF OF AND AGAINST PERSONS NOT PARTIES.

Every person, not being a party in any cause, who has obtained an order, or in whose favor an order shall have been made, may enforce obedience to such order by the same process as if he were a party; and every person, not being a party, against whom obedience to any order of the court may be enforced, shall be liable to the same process for enforcing obedience to such orders as if he were a party.

12.

ISSUE OF SUBPŒNA—TIME FOR ANSWER.

Whenever a bill is filed, and not before, the clerk shall issue the process of subpœna thereon, as of course, upon the application of the plaintiff, which shall contain the names of the parties and be returnable into the clerk's office twenty days from the issuing thereof. At the bottom of the subpœna shall be placed a memorandum, that the defendant is required to file his answer or other defense in the clerk's office on or before the twentieth day after service, excluding the day thereof; otherwise the bill may be taken *pro confesso*. Where there are more than one defendant, a writ of subpœna may, at the election of the plaintiff, be sued out separately for each defendant, or a joint subpœna against all the defendants.

13.

MANNER OF SERVING SUBPŒNA.

The services of all subpœnas shall be by delivering a copy thereof to the defendant personally, or by leaving a copy thereof at the dwelling-house or usual place of abode of each defendant, with some adult person who is a member of or resident in the family.

14.

ALIAS SUBPŒNA.

Whenever any subpœna shall be returned not executed as to any defendant, the plaintiff shall be entitled to other subpœnas against such defendant, until due service is made.

15.

PROCESS, BY WHOM SERVED.

The service of all process, mesne and final, shall be by the marshal of the district, or his deputy, or by some other person specially appointed by the court or judge for that purpose, and not otherwise. In the latter case, the person serving the process shall make affidavit thereof.

16.

DEFENDANT TO ANSWER—DEFAULT—DECREE PRO CONFESSO.

It shall be the duty of the defendant, unless the time shall be enlarged, for cause shown, by a judge of the court, to file his answer or other defense to the bill in the clerk's office within the time named in the subpœna as required by rule 12. In default thereof the plaintiff may, at his election, take an order as of course that the bill be taken *pro confesso;* and thereupon the cause shall be proceeded in *ex parte.*

17.

DECREE PRO CONFESSO TO BE FOLLOWED BY FINAL DECREE—SETTING ASIDE DEFAULT.

When the bill is taken *pro confesso* the court may proceed to a final decree at any time after the expiration of thirty days after the entry of the order *pro confesso*, and such decree shall be deemed absolute, unless the court shall, at the same term, set aside the same, or enlarge the time for filing the answer, upon cause shown upon motion and affidavit. No such motion shall be granted, unless upon the payment of the costs of the plaintiff up to that time, or such part thereof as the court shall deem reasonable, and unless the defendant shall undertake to file his answer within such time as the court shall direct, and submit to such other terms as the court shall direct, for the purpose of speeding the cause.

18.

PLEADINGS—TECHNICAL FORMS ABROGATED.

Unless otherwise prescribed by statute or these rules the technical forms of pleadings in equity are abolished.

19.

AMENDMENTS GENERALLY.

The court may at any time, in furtherance of justice, upon such terms as may be just, permit any process, proceeding, pleading or record to be amended, or material supplemental matter to be set forth in an amended or supplemental pleading. The court, at every stage of the proceeding, must disregard any error or defect in the proceeding which does not affect the substantial rights of the parties.

20.

FURTHER AND PARTICULAR STATEMENT IN PLEADING MAY BE REQUIRED.

A further and better statement of the nature of the claim or defense, or further and better particulars of any matter stated in any pleading, may

in any case be ordered, upon such terms, as to costs and otherwise, as may be just.

21.

SCANDAL AND IMPERTINENCE.

The right to except to bills, answers, and other proceedings for scandal or impertinence shall not obtain, but the court may, upon motion or its own initiative, order any redundant, impertinent or scandalous matter stricken out, upon such terms as the court shall think fit.

22.

ACTION AT LAW ERRONEOUSLY BEGUN AS SUIT IN EQUITY—TRANSFER.

If at any time it appear that a suit commenced in equity should have been brought as an action on the law side of the court, it shall be forthwith transferred to the law side and be there proceeded with, with only such alteration in the pleadings as shall be essential.

23.

MATTERS ORDINARILY DETERMINABLE AT LAW, WHEN ARISING IN SUIT IN EQUITY TO BE DISPOSED OF THEREIN.

If in a suit in equity a matter ordinarily determinable at law arises, such matter shall be determined in that suit according to the principles applicable, without sending the case or question to the law side of the court.

24.

SIGNATURE OF COUNSEL.

Every bill or other pleading shall be signed individually by one or more solicitors of record, and such signatures shall be considered as a certificate by each solicitor that he has read the pleading so signed by him; that upon the instructions laid before him regarding the case there is good ground for the same; that no scandalous matter is inserted in the pleading; and that it is not interposed for delay.

25.

BILL OF COMPLAINT—CONTENTS.

Hereafter it shall be sufficient that a bill in equity shall contain, in addition to the usual caption:

First, the full name, when known, of each plaintiff and defendant, and the citizenship and residence of each party. If any party be under any disability that fact shall be stated.

Second, a short and plain statement of the grounds upon which the court's jurisdiction depends.

Third, a short and simple statement of the ultimate facts upon which the plaintiff asks relief, omitting any mere statement of evidence.

Fourth, if there are persons other than those named as defendants who appear to be proper parties, the bill should state why they are not made parties—as that they are not within the jurisdiction of the court, or cannot be made parties without ousting the jurisdiction.

Fifth, a statement of and prayer for any special relief pending the suit or on final hearing, which may be stated and sought in alternative forms. If special relief pending the suit be desired the bill should be verified by the oath of the plaintiff, or someone having knowledge of the facts upon which such relief is asked.

26.

JOINDER OF CAUSES OF ACTION.

The plaintiff may join in one bill as many causes of action, cognizable in equity, as he may have against the defendant. But when there are more than one plaintiff, the causes of action joined must be joint, and if there be more than one defendant the liability must be one asserted against all of the material defendants, or sufficient grounds must appear for uniting the causes of action in order to promote the convenient administration of justice. If it appear that any such causes of action cannot be conveniently disposed of together, the court may order separate trials.

27.

STOCKHOLDER'S BILL.

Every bill brought by one or more stockholders in a corporation against the corporation and other parties, founded on rights which may properly be asserted by the corporation, must be verified by oath, and must contain an allegation that the plaintiff was a shareholder at the time of the transaction of which he complains, or that his share had devolved on him since by operation of law, and that the suit is not a collusive one to confer on a court of the United States jurisdiction of a case of which it would not otherwise have cognizance. It must also set forth with particularity the efforts of the plaintiff to secure such action as he desires on the part of the managing directors or trustees, and, if necessary, of the shareholders, and the causes of his failure to obtain such action, or the reasons for not making such effort.

28.

AMENDMENT OF BILL AS OF COURSE.

The plaintiff may, as of course, amend his bill before the defendant has responded thereto, but if such amendment be filed after any copy has issued from the clerk's office, the plaintiff at his own cost shall furnish to

the solicitor of record of each opposing party a copy of the bill as amended, unless otherwise ordered by the court or judge.

After pleading filed by any defendant, plaintiff may amend only by consent of the defendant or leave of the court or judge.

29.

DEFENSES—HOW PRESENTED.

Demurrers and pleas are abolished. Every defense in point of law arising upon the face of the bill, whether for misjoinder, nonjoinder, or insufficiency of fact to constitute a valid cause of action in equity, which might heretofore have been made by demurrer or plea, shall be made by motion to dismiss or in the answer; and every such point of law going to the whole or a material part of the cause or causes of action stated in the bill may be called up and disposed of before final hearing at the discretion of the court. Every defense heretofore presentable by plea in bar or abatement shall be made in the answer and may be separately heard and disposed of before the trial of the principal case in the discretion of the court. If the defendant move to dismiss the bill or any part thereof, the motion may be set down for hearing by either party upon five days' notice, and, if it be denied, answer shall be filed within five days thereafter or a decree *pro confesso* entered.

30.

ANSWER—CONTENTS—COUNTER-CLAIM.

The defendant in his answer shall in short and simple terms set out his defense to each claim asserted by the bill, omitting any mere statement of evidence and avoiding any general denial of the averments of the bill, but specifically admitting or denying or explaining the facts upon which the plaintiff relies, unless the defendant is without knowledge, in which case he shall so state, such statement operating as a denial. Averments other than of value or amount of damage, if not denied, shall be deemed confessed, except as against an infant, lunatic or other person *non compos* and not under guardianship, but the answer may be amended, by leave of the court or judge, upon reasonable notice, so as to put any averment in issue, when justice requires it. The answer may state as many defenses, in the alternative, regardless of consistency, as the defendant deems essential to his defense.

The answer must state in short and simple form any counter-claim arising out of the transaction which is the subject matter of the suit, and may, without cross-bill, set out any set-off or counter-claim against the plaintiff which might be the subject of an independent suit in equity against him, and such set-off or counter-claim, so set up, shall have the same effect as a cross-suit, so as to enable the court to pronounce a final judgment in the same suit both on the original and cross-claims.

31.

REPLY—WHEN REQUIRED—WHEN CAUSE AT ISSUE.

Unless the answer assert a set-off or counter-claim, no reply shall be required without special order of the court or judge, but the cause shall be deemed at issue upon the filing of the answer, and any new or affirmative matter therein shall be deemed to be denied by the plaintiff. If the answer include a set-off or counter-claim, the party against whom it is asserted shall reply within ten days after the filing of the answer, unless a longer time be allowed by the court or judge. If the counter-claim is one which affects the rights of other defendants they or their solicitors shall be served with a copy of the same within ten days from the filing thereof, and ten days shall be accorded to such defendants for filing a reply. In default of a reply, a decree *pro confesso* on the counter-claim may be entered as in default of an answer to the bill.

32.

ANSWER TO AMENDED BILL.

In every case where an amendment to the bill shall be made after answer filed, the defendant shall put in a new or supplemental answer within ten days after that on which the amendment or amended bill is filed, unless the time is enlarged or it is otherwise ordered by a judge of the court; and upon his default, the like proceedings may be had as upon an omission to put in an answer.

33.

TESTING SUFFICIENCY OF DEFENSE.

Exceptions for insufficiency of an answer are abolished. But if an answer set up an affirmative defense, set-off or counter-claim, the plaintiff may, upon five days' notice, or such further time as the court may allow, test the sufficiency of the same by motion to strike out. If found insufficient but amendable the court may allow an amendment upon terms, or strike out the matter.

34.

SUPPLEMENTAL PLEADING.

Upon application of either party the court or judge, may, upon reasonable notice and such terms as are just, permit him to file and serve a supplemental pleading, alleging material facts occurring after his former pleading, or of which he was ignorant when it was made, including the judgment or decree of a competent court rendered after the commencement of the suit determining the matters in controversy or a part thereof.

35.

BILLS OF REVIVOR AND SUPPLEMENTAL BILLS—FORM.

It shall not be necessary in any bill of revivor or supplemental bill to set forth any of the statements in the original suit, unless the special circumstances of the case may require it.

36.

OFFICERS BEFORE WHOM PLEADINGS VERIFIED.

Every pleading which is required to be sworn to by statute, or these rules, may be verified before any justice or judge of any court of the United States, or of any State or Territory, or of the District of Columbia, or any clerk of any court of the United States, or of any Territory, or of the District of Columbia, or any notary public.

37.

PARTIES GENERALLY—INTERVENTION.

Every action shall be prosecuted in the name of the real party in interest, but an executor, administrator, guardian, trustee of an express trust, a party with whom or in whose name a contract has been made for the benefit of another, or a party expressly authorized by statute, may sue in his own name without joining with him the party for whose benefit the action is brought. All persons having an interest in the subject of the action and in obtaining the relief demanded may join as plaintiffs, and any person may be made a defendant who has or claims an interest adverse to the plaintiff. Any person may at any time be made a party if his presence is necessary or proper to a complete determination of the cause. Persons having a united interest must be joined on the same side as plaintiffs or defendants, but when any one refuses to join, he may for such reason be made a defendant.

Anyone claiming an interest in the litigation may at any time be permitted to assert his right by intervention, but the intervention shall be in subordination to, and in recognition of, the propriety of the main proceeding.

38.

REPRESENTATIVES OF CLASS.

When the question is one of common or general interest to many persons constituting a class so numerous as to make it impracticable to bring them all before the court, one or more may sue or defend for the whole.

39.

ABSENCE OF PERSONS WHO WOULD BE PROPER PARTIES.

In all cases where it shall appear to the court that persons, who might otherwise be deemed proper parties to the suit, cannot be made parties by reason of their being out of the jurisdiction of the court, or incapable otherwise of being made parties, or because their joinder would oust the jurisdiction of the court as to the parties before the court, the court may, in its discretion, proceed in the cause without making such persons parties; and in such cases the decree shall be without prejudice to the rights of the absent parties.

40.

NOMINAL PARTIES.

Where no account, payment, conveyance, or other direct relief is sought against a party to a suit, not being an infant, the party, upon service of the subpœna upon him, need not appear and answer the bill, unless the plaintiff specially requires him to do so by the prayer; but he may appear and answer at his option; and if he does not appear and answer he shall be bound by all the proceedings in the cause. If the plaintiff shall require him to appear and answer he shall be entitled to the costs of all the proceedings against him, unless the court shall otherwise direct.

41.

SUIT TO EXECUTE TRUSTS OF WILL—HEIR AS PARTY.

In suits to execute the trusts of a will, it shall not be necessary to make the heir at law a party; but the plaintiff shall be at liberty to make the heir at law a party where he desires to have the will established against him.

42.

JOINT AND SEVERAL DEMANDS.

In all cases in which the plaintiff has a joint and several demand against several persons, either as principals or sureties, it shall not be necessary to bring before the court as parties to a suit concerning such demand all the persons liable thereto; but the plaintiff may proceed against one or more of the persons severally liable.

43.

DEFECT OF PARTIES—RESISTING OBJECTION.

Where the defendant shall by his answer suggest that the bill of complaint is defective for want of parties, the plaintiff may, within fourteen days after answer filed, set down the cause for argument as a motion upon

that objection only; and where the plaintiff shall not so set down his cause, but shall proceed therewith to a hearing, notwithstanding an objection for want of parties taken by the answer, he shall not at the hearing of the cause, if the defendant's objection shall then be allowed, be entitled as of course to an order to amend his bill by adding parties; but the court shall be at liberty to dismiss the bill, or to allow an amendment on such terms as justice may require.

44.

DEFECT OF PARTIES—TARDY OBJECTION.

If the defendant shall, at the hearing of a cause, object that a suit is defective for want of parties, not having by motion or answer taken the objection and therein specified by name or description the parties to whom the objection applies, the court shall be at liberty to make a decree saving the rights of the absent parties.

45.

DEATH OF PARTY—REVIVOR.

In the event of the death of either party the court may, in a proper case, upon motion, order the suit to be revived by the substitution of the proper parties. If the successors or representatives of the deceased party fail to make such application within a reasonable time, then any other party may, on motion, apply for such relief, and the court, upon any such motion may make the necessary orders for notice to the parties to be substituted and for the filing of such pleadings or amendments as may be necessary.

46.

TRIAL—TESTIMONY USUALLY TAKEN IN OPEN COURT—RULINGS ON OBJECTIONS TO EVIDENCE.

In all trials in equity the testimony of witnesses shall be taken orally in open court, except as otherwise provided by statute or these rules. The court shall pass upon the admissibility of all evidence offered as in actions at law. When evidence is offered and excluded, and the party against whom the ruling is made excepts thereto at the time, the court shall take and report so much thereof, or make such a statement respecting it, as will clearly show the character of the evidence, the form in which it was offered, the objection made, the ruling, and the exception. If the appellate court shall be of opinion that the evidence should have been admitted, it shall not reverse the decree unless it be clearly of opinion that material prejudice will result from an affirmance, in which event it shall direct such further steps as justice may require.

47.

DEPOSITIONS—TO BE TAKEN IN EXCEPTIONAL INSTANCES.

The court, upon application of either party, when allowed by statute, or for good and exceptional cause for departing from the general rule, to be shown by affidavit, may permit the deposition of named witnesses, to be used before the court or upon a reference to a master, to be taken before an examiner or other named officer, upon the notice and terms specified in the order. All depositions taken under a statute, or under any such order of the court, shall be taken and filed as follows, unless otherwise ordered by the court or judge for good cause shown: Those of the plaintiff within sixty days from the time the cause is at issue; those of the defendant within thirty days from the expiration of the time for the filing of plaintiff's depositions; and rebutting depositions by either party within twenty days after the time for taking original depositions expires.

48.

TESTIMONY OF EXPERT WITNESSES IN PATENT AND TRADE-MARK CASES.

In a case involving the validity or scope of a patent or trade-mark, the district court may, upon petition, order that the testimony in chief of expert witnesses, whose testimony is directed to matters of opinion, be set forth in affidavits and filed as follows: Those of the plaintiff within forty days after the cause is at issue; those of the defendant within twenty days after plaintiff's time has expired; and rebutting affidavits within fifteen days after the expiration of the time for filing original affidavits. Should the opposite party desire the production of any affiant for cross-examination, the court or judge shall, on motion, direct that said cross-examination and any re-examination take place before the court upon the trial, and unless the affiant is produced and submits to cross-examination in compliance with such direction, his affidavit shall not be used as evidence in the cause.

49.

EVIDENCE TAKEN BEFORE EXAMINERS, ETC.

All evidence offered before an examiner or like officer, together with any objections, shall be saved and returned into the court. Depositions, whether upon oral examination before an examiner or like officer or otherwise, shall be taken upon questions and answers reduced to writing, or in the form of narrative, and the witness shall be subject to cross and re-examination.

50.

STENOGRAPHER—APPOINTMENT—FEES.

When deemed necessary by the court or officer taking testimony, a

stenographer may be appointed who shall take down testimony in shorthand and, if required, transcribe the same. His fee shall be fixed by the court and taxed ultimately as costs. The expense of taking a deposition, or the cost of a transcript, shall be advanced by the party calling the witness or ordering the transcript.

51.

EVIDENCE TAKEN BEFORE EXAMINERS, ETC.

Objections to the evidence, before an examiner or like officer, shall be in short form, stating the grounds of objection relied upon, but no transcript filed by such officer shall include argument or debate. The testimony of each witness, after being reduced to writing, shall be read over to or by him, and shall be signed by him in the presence of the officer; provided, that if the witness shall refuse to sign his deposition so taken, the officer shall sign the same, stating upon the record the reasons, if any, assigned by the witness for such refusal. Objection to any question or questions shall be noted by the officer upon the deposition, but he shall not have power to decide on the competency or materiality or relevancy of the questions. The court shall have power, and it shall be its duty, to deal with the costs of incompetent and immaterial or irrelevant depositions, or parts of them, as may be just.

52.

ATTENDANCE OF WITNESSES BEFORE COMMISSIONER, MASTER OR EXAMINER.

Witnesses who live within the district, and whose testimony may be taken out of court by these rules, may be summoned to appear before a commissioner appointed to take testimony, or before a master or examiner appointed in any cause, by subpœna in the usual form, which may be issued by the clerk in blank and filled up by the party praying the same, or by the commissioner, master, or examiner, requiring the attendance of the witnesses at the time and place specified, who shall be allowed for attendance the same compensation as for attendance in court; and if any witness shall refuse to appear or give evidence it shall be deemed a contempt of the court, which being certified to the clerk's office by the commissioner, master, or examiner, an attachment may issue thereupon by order of the court or of any judge thereof, in the same manner as if the contempt were for not attending, or for refusing to give testimony in, the court.

In case of refusal of witnesses to attend or be sworn or to answer any question put by the commissioner, master or examiner or by counsel or solicitor, the same practice shall be adopted as is now practiced with respect to witnesses to be produced on examination before an examiner of said court on written interrogatories.

53.

NOTICE OF TAKING TESTIMONY BEFORE EXAMINER, ETC.

Notice shall be given by the respective counsel or parties to the opposite counsel or parties of the time and place of examination before an examiner or like officer for such reasonable time as the court or officer may fix by order in each case.

54.

DEPOSITIONS UNDER REV. STAT. §§ 863, 865, 866, 867—CROSS-EXAMINATION.

After a cause is at issue, depositions may be taken as provided by sections 863, 865, 866 and 867, Revised Statutes. But if in any case no notice has been given the opposite party of the time and place of taking the deposition, he shall, upon application and notice, be entitled to have the witness examined orally before the court, or to a cross-examination before an examiner or like officer, or a new deposition taken with notice, as the court or judge under all the circumstances shall order.

55.

DEPOSITION DEEMED PUBLISHED WHEN FILED.

Upon the filing of any deposition or affidavit taken under these rules or any statute, it shall be deemed published, unless otherwise ordered by the court.

56.

ON EXPIRATION OF TIME FOR DEPOSITIONS, CASE GOES ON TRIAL CALENDAR.

After the time has elapsed for taking and filing depositions under these rules, the case shall be placed on the trial calendar. Thereafter no further testimony by depositionn shall be taken except for some strong reason shown by affidavit. In every such application the reason why the testimony of the witness cannot be had orally on the trial, and why his deposition has not been before taken, shall be set forth, together with the testimony which it is expected the witness will give.

57.

CONTINUANCES.

After a cause shall be placed on the trial calendar it may be passed over to another day of the same term, by consent of counsel or order of the court, but shall not be continued beyond the term save in exceptional cases by order of the court upon good cause shown by affidavit and upon such

terms as the court shall in its discretion impose. Continuances beyond the term by consent of the parties shall be allowed on condition only that a stipulation be signed by counsel for all the parties and that all costs incurred theretofore be paid. Thereupon an order shall be entered dropping the case from the trial calendar, subject to reinstatement within on year upon application to the court by either party, in which event it shall be heard at the earliest convenient day. If not so reinstated within the year, the suit shall be dismissed without prejudice to a new one.

58.

DISCOVERY—INTERROGATORIES—INSPECTION AND PRODUCTION OF DOCUMENTS—ADMISSION OF EXECUTION OR GENUINENESS.

The plaintiff at any time after filing the bill and not later than twenty-one days after the joinder of issue, and the defendant at any time after filing his answer and not later than twenty-one days after the joinder of issue, and either party at any time thereafter by leave of the court or judge, may file interrogatories in writing for the discovery by the opposite party or parties of facts and documents material to the support or defense of the cause, with a note at the foot thereof stating which of the interrogatories each of the parties is required to answer. But no party shall file more than one set of interrogatories to the same party without leave of the court or judge.

If any party to the cause is a public or private corporation, any opposite party may apply to the court or judge for an order allowing him to file interrogatories to be answered by any officer of the corporation, and an order may be made accordingly for the examination of such officer as may appear to be proper upon such interrogatories as the court or judge shall think fit.

Copies shall be filed for the use of the interrogated party and shall be sent by the clerk to the respective solicitors of record, or to the last known address of the opposite party if there be no record solicitor.

Interrogatories shall be answered, and the answers filed in the clerk's office, within fifteen days after they have been served, unless the time be enlarged by the court or judge. Each interrogatory shall be answered separately and fully and the answers shall be in writing, under oath, and signed by the party or corporate officer interrogated. Within ten days after the service of interrogatories, objections to them, or any of them, may be presented to the court or judge, with proof of notice of the purpose so to do, and answers shall be deferred until the objections are determined, which shall be at as early a time as is practicable. In so far as the objections are sustained, answers shall not be required.

The court or judge, upon motion and reasonable notice, may make all such orders as may be appropriate to enforce answers to interrogatories or to effect the inspection or production of documents in the possession of either party and containing evidence material to the cause of action or defense of his adversary. Any party failing or refusing to comply with such an order shall be liable to attachment, and shall also be liable, if a plain-

tiff, to have his bill dismissed, and, if a defendant, to have his answer stricken out and be placed in the same situation as if he had failed to answer.

By a demand served ten days before the trial, either party may call on the other to admit in writing the execution or genuineness of any document, letter or other writing, saving all just exceptions; and if such admission be not made within five days after such service, the costs of proving the document, letter or writing shall be paid by the party refusing or neglecting to make such admission, unless at the trial the court shall find that the refusal or neglect was reasonable.

59.

REFERENCE TO MASTER—EXCEPTIONAL, NOT USUAL.

Save in matters of account, a reference to a master shall be the exception, not the rule, and shall be made only upon a showing that some exceptional condition requires it. When such a reference is made, the party at whose instance or for whose benefit it is made shall cause the order of reference to be presented to the master for a hearing within twenty days succeeding the time when the reference was made, unless a longer time be specially granted by the court or judge; if he shall omit to do so, the adverse party shall be at liberty forthwith to cause proceedings to be had before the master, at the costs of the party procuring the reference.

60.

PROCEEDINGS BEFORE MASTER.

Upon every such reference, it shall be the duty of the master, as soon as he reasonably can after the same is brought before him, to assign a time and place for proceedings in the same, and to give due notice thereof to each of the parties, or their solicitors; and if either party shall fail to appear at the time and place appointed, the master shall be at liberty to proceed *ex parte*, or, in his discretion, to adjourn the examination and proceedings to a future day, giving notice to the absent party or his solicitor of such adjournment; and it shall be the duty of the master to proceed with all reasonable diligence in every such reference, and with the least practicable delay, and either party shall be at liberty to apply to the court, or a judge thereof, for an order to the master to speed the proceedings and to make his report, and to certify to the court or judge the reason for any delay.

61.

MASTER'S REPORT—DOCUMENTS IDENTIFIED BUT NOT SET FORTH.

In the reports made by the master to the court, no part of any state of facts, acccount, charge, affidavit, deposition, examination, or answerbrought in or used before him shall be stated or recited. But such state of facts,

account, charge, affidavit, deposition, examination, or answer shall be identified, and referred to, so as to inform the court what state of facts, account, charge, affidavit, deposition, examination, or answer were so brought in or used.

62.

POWERS OF MASTER.

The master shall regulate all the proceedings in every hearing before him, upon every reference; and he shall have full authority to examine the parties in the cause, upon oath, touching all matters contained in the reference; and also to require the production of all books, papers, writings, vouchers, and other documents applicable thereto; and also to examine on oath, *viva voce*, all witnesses produced by the parties before him, or by deposition, according to the acts of Congress, or otherwise, as here provided; and also to direct the mode in which the matters requiring evidence shall be proved before him; and generally to do all other acts, and direct all other inquiries and proceedings in the matters before him, which he may deem necessary and proper to the justice and merits thereof and the rights of the parties.

63.

FORM OF ACCOUNTS BEFORE MASTER.

All parties accounting before a master shall bring in their respective accounts in the form of debtor and creditor; and any of the other parties who shall not be satisfied with the account so brought in shall be at liberty to examine the accounting party *viva voce*, or upon interrogatories, as the master shall direct.

64.

FORMER DEPOSITIONS, ETC., MAY BE USED BEFORE MASTER.

All affidavits, depositions and documents which have been previously mads, read, or used in the court upon any proceeding in any cause or matter may be used before the master.

65.

CLAIMANTS BEFORE MASTER EXAMINABLE BY HIM.

The master shall be at liberty to examine any creditor or other person coming in to claim before him, either upon written interrogatories or *viva voce*, or in both modes, as the nature of the case may appear to him to require. The evidence upon such examinations shall be taken down by the master, or by some other person by his order and in his presence, if either party requires it, in order that the same may be used by the court if necessary.

66.

RETURN OF MASTER'S REPORT—EXCEPTIONS—HEARING.

The master, as soon as his report is ready, shall return the same into the clerk's office and the day of the return shall be entered by the clerk in the Equity Docket. The parties shall have twenty days from the time of the filing of the report to file exceptions thereto, and if no exceptions are within that period filed by either party, the report shall stand confirmed. If exceptions are filed, they shall stand for hearing before the court, if then in session, or, of not, at the next sitting held thereafter, by adjournment or otherwise.

67.

COSTS ON EXCEPTIONS TO MASTER'S REPORT.

In order to prevent exceptions to reports from being filed for frivolous causes, or for mere delay, the party whose exceptions are overruled, shall, for every exception overruled, pay five dollars costs to the other party, and for every exception allowed shall be entitled to the same costs.

68.

APPOINTMENT AND COMPENSATION OF MASTERS.

The district courts may appoint standing masters in chancery in their respective districts (a majority of all the judges thereof concurring in the appointment), and they may also appoint a master *pro hac vice* in any particular case. The compensation to be allowed to every master shall be fixed by the district court, in its discretion, having regard to all the circumstances thereof, and the compensation shall be charged upon and borne by such of the parties in the cause as the court shall direct. The master shall not retain his report as security for his compensation; but when the compensation is allowed by the court, he shal lbe entitled to an attachment for the amount against the party who is ordered to pay the same, if, upon notice thereof, he does not pay it within the time prescribed by the court.

69

PETITION FOR REHEARING.

Every petition for a rehearing shall contain the special matter or cause on which such rehearing is applied for, shall be signed by counsel, and the facts therein stated, if not apparent on the record, shall be verified by the oath of the party or by some other person. No rehearing shall be granted after the term at which the final decree of the court shall have been entered and recorded, if an appeal lies to the Circuit Court of Appeals or the Supreme Court. But if no appeal lies, the petition may be admitted at any time before the end of the next term of the court, in the discretion of the court.

70.

SUITS BY OR AGAINST INCOMPETENTS.

Guardians *ad litem* to defend a suit may be appointed by the court, or by any judge thereof, for infants or other persons who are under guardianship, or otherwise incapable of suing for themselves. All infants and other persons so incapable may sue by their guardians, if any, or by their *prochein ami;* subject, however, to such orders as the court or judge may direct for the protection of infants and other persons.

71.

FORM OF DECREE.

In drawing up decrees and orders, neither the bill, nor answer, nor other pleadings, nor any part thereof, nor the report of any master, nor any other prior proceeding, shall be recited or stated in the decree or order; but the decree and order shall begin, in substance, as follows: "This cause came on to be heard (or to be further heard, as the case may be) at this term, and was argued by counsel; and thereupon, upon consideration thereof, it was ordered, adjudged and decreed as follows, viz:" (Here insert the decree or order.)

72.

CORRECTION OF CLERICAL MISTAKES IN ORDERS AND DECREES.

Clerical mistakes in decrees or decretal orders, or errors arising from any accidental slip or omission, may, at any time before the close of the term at which final decree is rendered, be corrected by order of the court or a judge thereof, upon petition, without the form or expense of a rehearing.

73.

PRELIMINARY INJUNCTIONS AND TEMPORARY RESTRAINING ORDERS.

No preliminary injunction shall be granted without notice to the opposite party. Nor shall any temporary restraining order be granted without notice to the opposite party, unless it shall clearly appear from specific facts, shown by affidavit or by the verified bill, that immediate and irreparable loss or damage will result to the applicant before the matter can be heard on notice. In case a temporary restraining order shall be granted without notice, in the contingency specified, the matter shall be made returnable at the earliest possible time, and in no event later than ten days from the date of the order, and shall take precedence of all matters, except older matters of the same character. When the matter comes up for hearing the party who obtained the temporary restraining order shall proceed with his application for a preliminary injunction, and if he does not do so the court shall dissolve his temporary restraining order.

Upon two days notice to the party obtaining such temporary restraining order, the opposite party may appear and move the dissolution or modification of the order, and in that event the court or judge shall proceed to hear and determine the motion as expeditiously as the ends of justice may require. Every temporary restraining order shall be forthwith filed in the clerk's office.

74.

INJUNCTION PENDING APPEAL.

When an appeal from a final decree, in an equity suit, granting or dissolving an injunction, is allowed by a justice or a judge who took part in the decision of the cause, he may, in his discretion, at the time of such allowance, make an order suspending, modifying or restoring the injunction during the pendency of the appeal, upon such terms, as to bond or otherwise, as he may consider proper for the security of the rights of the opposite party.

75.

RECORD ON APPEAL—REDUCTION AND PREPARATION.

In case of appeal:

(*a*) It shall be the duty of the appellant or his solicitor to file with the clerk of the court from which the appeal is prosecuted, together with proof or acknowledgment of service of a copy on the appellee or his solicitor, a *præcipe* which shall indicate the portions of the record to be incorporated into the transcript on such appeal. Should the appellee or his solicitor desire additional portions of the record incorporated into the transcript, he shall file with the clerk of the court his *præcipe* also within ten days thereafter, unless the time shall be enlarged by the court or a judge thereof, indicating such additional portions of the record desired by him.

(*b*) The evidence to be included in the record shall not be set forth in full, but shall be stated in simple and condensed form, all parts not essential to the decision of the questions presented by the appeal being omitted and the testimony of witnesses being stated only in narrative form, save that if either party desires it, and the court or judge so directs, any part of the testimony shall be reproduced in the exact words of the witness. The duty of so condensing and stating the evidence shall rest primarily on the appellant, who shall prepare his statement thereof and lodge the same in the clerk's office for the examination of the other parties at or before the time of filing his *præcipe* under paragraph *a* of this rule. He shall also notify the other parties or their solicitors of such lodgment and shall name a time and place when he will ask the court or judge to approve the statement, the time so named to be at least ten days after such notice. At the expiration of the time named or such further time as the court or judge may allow, the statement, together with any objections made or amendments proposed by any party, shall be presented to the court or the judge,

and if the statement be true, complete and properly prepared, it shall be approved by the court or judge, and if it be not true, complete or properly prepared, it shall be made so under the direction of the court or judge and shall then be approved. When approved, it shall be filed in the clerk's office and become a part of the record for the purposes of the appeal.

(*c*) If any difference arise between the parties concerning directions as to the general contents of the record to be prepared on the appeal, such difference shall be submitted to the court or judge in conformity with the provisions of paragraph *b* of this rule and shall be covered by the directions which the court or judge may give on the subject.

76.

RECORD ON APPEAL—REDUCTION AND PREPARATION—COSTS—CORRECTION OF OMISSIONS.

In preparing the transcript on an appeal, especial care shall be taken to avoid the inclusion of more than one copy of the same paper and to exclude the formal and immaterial parts of all exhibits, documents and other papers included therein; and for any infraction of this or any kindred rule the appellate court may withhold or impose costs as the circumstances of the case and the discouragement of like infractions in the future may require. Costs for such an infraction may be imposed upon offending solicitors as well as parties.

If, in the transcript, anything material to either party be omitted by accident or error, the appellate court, on a proper suggestion or its own motion, may direct that the omission be corrected by a supplemental transcript.

77.

RECORD ON APPEAL—AGREED STATEMENT.

When the questions presented by an appeal can be determined by the appellate court without an examination of all the pleadings and evidence, the parties, with the approval of the district court or the judge thereof, may prepare and sign a statement of the case showing how the questions arose and were decided in the district court and setting forth so much only of the facts alleged and proved, or sought to be proved, as is essential to a decision of such questions by the appellate court. Such statement, when filed in the office of the clerk of the district court, shall be treated as superseding, for the purposes of the appeal, all parts of the record other than the decree from which the appeal is taken, and, together with such decree, shall be copied and certified to the appellate court as the record on appeal.

78.

AFFIRMATION IN LIEU OF OATH.

Whenever under these rules an oath is or may be required to be taken, the party may, if conscientiously scrupulous of taking an oath, in lieu thereof make solemn affirmation to the truth of the facts stated by him.

79.

ADDITIONAL RULES BY DISTRICT COURT.

With the concurrence of a majority of the circuit judges for the circuit, the district courts may make any other and further rules and regulations for the practice, proceedings and process, mesne and final, in their respective districts, not inconsistent with the rules hereby prescribed, and from time to time alter and amend the same.

80.

COMPUTATION OF TIME—SUNDAYS AND HOLIDAYS.

When the time prescribed by these rules for doing any act expires on a Sunday or legal holiday, such time shall extend to and include the next succeeding day that is not a Sunday or legal holiday.

81.

THESE RULES EFFECTIVE FEBRUARY 1, 1913—OLD RULES ABROGATED.

These rules shall be in force on and after February 1, 1913, and shall govern all proceedings in cases then pending or thereafter brought, save that where in any then pending cause an order has been made or act done which cannot be changed without doing substantial injustice, the court may give effect to such order or act to the extent necessary to avoid any such injustice.

All rules theretofore prescribed by the Supreme Court, regulating the practice in suits in equity, shall be abrogated when these rules take effect

III.

RULES OF PRACTICE FOR THE COURTS OF THE UNITED STATES IN ADMIRALTY AND MARITIME JURISDICTION, ON THE INSTANCE SIDE OF THE COURT.

IN PURSUANCE OF THE ACT OF THE TWENTY-THIRD OF AUGUST, 1842, CHAPTER 188.

1. No *mesne* process shall issue from the district court in any civil cause of admiralty and martime jurisdiction until the libel, or libel of information, shall be filed in the clerk's office from which such process is to issue. All process shall be served by the marshal or by his deputy, or, where he or they are interested, by some discreet and disinterested person appointed by the court.

2. In suits in *personam*, the *mesne* process may be by a simple warrant of arrest of the person of the defendant, in the nature of a *capias;* or by a warrant of arrest of the person of the defendant, with a clause therein, that if he cannot be found, to attach his goods and chattels to the amount sued for, or if such property cannot be found, to attach his credits and effects to the amount sued for in the hands of the garnishees named therein; or by a single monition, in the nature of a summons to appear and answer to the suit, as the libelant shall, in his libel or information, pray for or elect.

3. In all suits *in personam*, where a simple warrant of arrest issues and is executed, the marshal may take bail, with sufficient sureties, from the party arrested, by bond or stipulation, upon condition that he will appear in the suit and abide by all orders of the court, interlocutory or final, in the cause, and pay the money awarded by the final decree rendered therein in the court to which the process is returnable, or in any appellate court. And upon such bond or stipulation summary process of execution may and shall be issued against the principal and sureties by the court to which such process is returnable, to enforce the final decree so rendered, or upon appeal by the appellate court.

4. In all suits *in personam*, where goods and chattels, or credits and effects, are attached under such warrant authorizing the same, the attachment may be dissolved by order of the court to which the same warrant is returnable, upon the defendant whose property is so attached giving a bond or stipulation, with sufficient sureties, to abide by all orders, interlocutory or final, of the court, and pay the amount awarded by the final decree rendered in the court to which the process is returnable, or in any appellate court; and upon such bond or stipulation summary process of execution shall and may be issued against the principal and sureties by the court to which such warrant is returnable, to enforce the final decree so rendered, or upon appeal by the appellate court.

5. Bonds or stipulations in admiralty suits may be given and taken in open court, or at chambers, or before any commissioner of the court who is authorized by the court to take affidavits of bail and depositions in cases pending before the court, or any commissioner of the United States authorized by law to take bail and affidavits in civil cases.

6. In all suits *in personam*, where bail is taken, the court may, upon motion, for due cause shown, reduce the amount of the sum contained in the bond or stipulation therefor; and in all cases where a bond or stipulation is taken as bail, or upon dissolving an attachment of property as aforesaid, if either of the sureties shall become insolvent pending the suit, new sureties may be required by the order of the court, to be given, upon motion, and due proof thereof.

7. In suits *in personam*, no warrant of arrest, either of the person or property of the defendant, shall issue for a sum exceeding five hundred dollars, unless by the special order of the court, upon affidavit or other proper proof showing the propriety thereof.

8. In all suits *in rem* against a ship, her tackle, sails, apparel, furniture, boats, or other appurtenances, if such tackle, sails, apparel, furniture, boats or other appurtenances are in the possession or custody of any third person, the court may, after a due monition to such third person, and a hearing of the cause, if any, why the same should not be delivered over, award and decree that the same be delivered into the custody of the marshal or other proper officer, if, upon the hearing, the same is required by law and justice.

9. In all cases of seizure, and in other suits and proceedings *in rem*, the process, unless otherwise provided for by statute, shall be by a warrant of arrest of the ship, goods, or other thing to be arrested; and the marshal shall thereupon arrest and take the ship, goods, or other thing into his possession for safe custody, and shall cause public notice thereof and of the time assigned for the return of such process and the hearing of the cause, to be given in such newspaper within the district as the district court shall order ;and if there is no newspaper published therein, then in such other public places in the district as the court shall direct.

10. In all cases where any goods or other things are arrested, if the same are perishable or are liable to deterioration, decay, or injury, by being detained in custody pending the suit, the court may, upon the application of either party, in its discretion, order the same or so much thereof to be sold as shall be perishable or liable to depreciation, decay, or injury; and the proceeds, or so much thereof as shall be a full security to satisfy the decree, to be brought into court to abide the event of the suit; or the court may, upon the application of the claimant, order a delivery thereof to him, upon a due appraisement, to be had under its direction, either upon the claimant's depositing in court so much money as the court shall order, or upon his giving a stipulation, with sureties, in such sum as the court shall direct, to abide by and pay the money awarded by the final decree rendered by the court, or the appellate court, if any appeal intervenes, as the one or the other course shall be ordered by the court.

11. In like manner, where any ship shall be arrested, the same may, upon the application of the claimant, be delivered to him upon a due ap-

praisement, to be had under direction of the court, upon the claimant's depositing in court so much money as the court shall order, upon his giving a stipulation, with sureties, as aforesaid; and if the claimant shall decline any such application, then the court may, in its discretion, upon the application of either party, upon due cause shown, order a sale of such ship, and the proceeds thereof to be brought into court or otherwise disposed of, as it may deem most for the benefit of all concerned.

12. In all suits by material-men for supplies or repairs, or other necessaries, the libelant may proceed against the ship and freight *in rem*, or against the master or owner alone *in personam*.

13. In all suits for mariners' wages, the libelant may proceed against the ship, freight, and master, or against the ship and freight, or against the owner or master alone *in personam*.

14. In all suits for pilotage the libellant may proceed against the ship and master, or against the ship, or against the owner alone or the master alone *in personam*.

15. In all suits for damage by collision, the libelant may proceed against the ship and master, or against the ship alone, or against the master or the owner alone *in personam*.

16. In all suits for an assault or beating on the high seas, or elsewhere within the admiralty and maritime jurisdiction, the suit shall be *in personam* only.

17. In all suits against the ship or freight, founded upon a mere maritime hypothecation, either express or implied, of the master, for moneys taken up in a foreign port for supplies or repairs or other necessaries for the voyage, without any claim of marine interest, the libelant may proceed either *in rem*, or against the master or the owner alone *in personam*.

18. In all suits on bottomry bonds, properly so called, the suit shall be *in rem* only against the property hypothecated, or the proceeds of the property, in whosesoever hands the same may be found, unless the master has, without authority, given the bottomry bond, or by his fraud or misconduct has avoided the same, or has subtracted the property, or unless the owner has, by his own misconduct or wrong, lost or subtracted the property, in which latter cases the suit may be *in personam* against the wrongdoer.

19. In all suits for salvage, the suit may be *in rem* against the property saved, or the proceeds thereof, or *in personam* against the party at whose request and for whose benefit the salvage service has been performed.

20. In all petitory and possessory suits between part owners or adverse proprietors, or by the owners of a ship, or the majority thereof, against the master of a ship, for the ascertainment of the title and delivery of the possession, or for the possession only, or by one or more part owners against the others to obtain security for the return of the ship from any voyage undertaken without their consent, or by one or more part owners against the others to obtain possession of the ship for any voyage, upon giving security for the safe return thereof, the process shall be by an arrest of the ship, and by a monition to the adverse party or parties to appear and make answer to the suit.

21. In all cases of a final decree for the payment of money, the libelant shall have a writ of execution, in the nature of a *fieri facias*, commanding the marshal or his deputy to levy and collect the amount thereof out of the goods and chattels, lands and tenements, or other real estate, of the defendant or stipulators.

22. All informations and libels of information upon seizures for any breach of the revenue, or navigation, or other laws of the United States, shall state the place of seizure, whether it be on land or on the high seas, or on navigable waters within the admiralty and maritime jurisdiction of the United States, and the district within which the property is brought and where it then is. The information or libel of information shall also propound in distinct articles the matters relied on as grounds or causes of forfeiture, and aver the same to be contrary to the form of the statute or statutes of the United States in such case provided, as the case may require, and shall conclude with a prayer of due process to enforce the forfeiture, and to give notice to all persons concerned in interest to appear and show cause at the return-day of the process why the forfeiture should not be decreed.

23. All libels in instance causes, civil or maritime, shall state the nature of the cause; as, for example, that it is a cause, civil and maritime, of contract, or of tort or damage, or of salvage, or of possession or otherwise, as the case may be; and, if the libel be *in rem*, that the property is within the district; and, if *in personam*, the names and occupations and places of residence of the parties. The libel shall also propound and articulate in distinct articles the various allegations of fact upon which the libelant relies in support of his suit, so that the defendant may be enabled to answer distinctly and separately the several matters contained in each article; and it shall conclude with a prayer of due process to enforce his rights, *in rem* or *in personam* (as the case may require), and for such relief and redress as the court is competent to give in the premises. And the libelant may further require the defendant to answer on oath all interrogatories propounded by him touching all and singular the allegations in the libel at the close or conclusion thereof.

24. In all informations and libels in causes of admiralty and maritime jurisdiction, amendments in matters of form may be made at any time, on motion to the court, as of course. And new counts may be filed, and amendments in matters of substance may be made, upon motion, at any time before the final decree, upon such terms as the court shall impose. And where any defect of form is set down by the defendant upon special exceptions, and is allowed, the court may, in granting leave to amend, impose terms upon the libelant.

25. In all cases of libels *in personam*, the court may, in its discretion, upon the appearance of the defendant, where no bail has been taken, and no attachment of property has been made to answer the exigency of the suit, require the defendant to give a stipulation, with sureties, in such sum as the court shall direct, to pay all costs and expenses which shall be awarded against him in the suit, upon the final adjudication thereof, or by any interlocutory order in the progress of the suit.

26. In suits *in rem*, the party claiming the property shall verify his

claim on oath or solemn affirmation, stating that the claimant by whom or on whose behalf the claim is made is the true and *bona fide* owner, and that no other person is the owner thereof. And where the claim is put in by an agent or consignee, he shall also make oath that he is duly authorized thereto by the owner; or if the property be, at the time of the arrest, in the possession of the master of a ship, that he is the lawful bailee thereof for the owner. And, upon putting in such claim, the claimant shall file a stipulation, with sureties, in such sum as the court shall direct, for the payment of all costs and expenses which shall be awarded against him by the final decree of the court, or upon an appeal, by the appellate court.

27. In all libels in causes of civil and maritime jurisdiction, whether *in rem* or *in personam*, the answer of the defendant to the allegations in the libel shall be on oath or solemn affirmation; and the answer shall be full and explicit and distinct to each separate article and separate allegation in the libel in the same order as numbered in the libel, and shall also answer in like manner each interrogatory propounded at the close of the libel.[1]

28. The libelant may except to the sufficiency, or fulness, or distinctness, or relevancy of the answer to the articles and interrogatories in the libel; and, if the court shall adjudge the same exceptions, or any of them, to be good and valid, the court shall order the defendant forthwith, within such time as the court shall direct, to answer the same, and may further order the defendant to pay such costs as the court shall adjudge reasonable.

29. If the defendant shall omit or refuse to make due answer to the libel upon the return-day of the process, or other day assigned by the court, the court shall pronounce him to be in contumacy and default; and thereupon the libel shall be adjudged to be taken *pro confesso* against him, and the court shall proceed to hear the cause *ex parte*, and adjudge therein as to the law and justice shall appertain. But the court may, in its discretion, set aside the default, and, upon the application of the defendant, admit him to make answer to the libel, at any time before the final hearing and decree, upon his payment of all the costs of the suit up to the time of granting leave therefor.

30. In all cases where tthe defendant answers, but does not answer

[1] *Vide post*, 48th Rule, [p. 2890].

fully and explicitly and distinctly to all the matters in any article of the libel, and exception is taken thereto by the libelant, and the exception is allowed, the court may, by attachment, compel the defendant to make further answer thereto, or may direct the matter of the exception to be taken *pro confesso* against the defendant, to the full purport and effect of the article to which it purports to answer, and as if no answer had been put in thereto.

31. The defendant may object, by his answer, to answer any allegation or interrogatory contained in the libel which will expose him to any prosecution or punishment for crime, or for any penalty or any forfeiture of his property for any penal offense.

32. The defendant shall have a right to require the personal answer of the libelant upon oath or solemn affirmation to any interrogatories which

he may, at the close of his answer, propound to the libelant touching any matters charged in the libel, or touching any mtater of defense set up in the answer, subject to the like exception as to matters which shall expose the libelant to any prosecution, or punishment, or forfeiture, as is provided in the thirty-first rule. In default of due answer by the libelant to such interrogatories, the court may adjudge the libelant to be in default, and dismiss the libel, or may compel his answer in the premises, by attachment, or take the subject-matter of the interrogatory *pro confesso* in favor of the defendant, as the court, in its discretion, shall deem most fit to promote public justice.

33. Where either the libelant or the defendant is out of the country, or unable, from sickness or other casualty, to make an answer to any interrogatory on oath or solemn affirmation at the proper time, the court may, in its discretion, in furtherance of the due administration of justice, dispense therewith, or may award a commission to take the answer of the defendant when and as soon as it may be practicable.

34. If any third person shall intervene in any cause of admiralty and maritime jurisdiction *in rem* for his own interest, and he is entitled, according to the course of admiralty proceedings, to be heard for his own interest therein, he shall propound the matter in suitable allegations, to which, if admitted by the court, the other party or parties in the suit may be required, by order of the court, to make due answer; and such further proceedings shall be had and decree rendered by the court therein as to law and justic shall appertain. But every such intervenor shall be required, upon filing his allegations, to give a stipulation, with sureties, to abide by the final decree rendered in the cause, and to pay all such costs and expenses and damages as shall be awarded by the court upon the final decree, whether it is rendered in the original or appellate court.

35. The stipulations required by the last preceding rule, or in appeal, or in any other admiralty or maritime proceeding, shall be given and taken in the manner prescribed by rule fifth as amended.

36. Exceptions may be taken to any libel, allegation, or answer for surplusage, irrelevancy, impertinence or scandal; and if, upon reference to a master, the exception shall be reported to be so objectionable, and allowed by the court, the matter shall be expunged, at the cost and expense of the party in whose libel or answer the same is found.

37. In cases of foreign attachment, the garnishee shall be required to answer on oath or solemn affirmation as to the debts, credits, or effects of the defendant in his hands, and to such interrogatories touching the same as may be propounded by the libelant; and if he shall refuse or neglect so to do, the conrt may award compulsory process *in personam* against him. If he admits any debts, credits, or effects, the same shall be held in his hands, liable to answer the exigency of the suit.

38. In cases of mariners' wages, or bottomry, or salvage, or other proceedings *in rem*, where freight or other proceeds of property are attached to or bound by the suit, which are in the hands or possession of any person, the court may, upon due application, by petition of the party interested, require the party charged with the possession thereof to appear and show cause why the same should not be brought into court to answer

the exigency of the suit; and if no sufficient cause be shown, the court may order the same to be brought into court to answer the exigency of the suit, and, upon failure of the party to comply with the order, may award an attachment, or other compulsive process, to compel obedience thereto.

39. If, in any admiralty suit, the libelant shall not appear and prosecute his suit, according to the course and orders of the ocurt, he shall be deemed in default and contumacy; and the court may, upon the application of the defendant, pronounce the suit to be deserted, and the same may be dismissed with costs.

40. The court may, in its discretion, upon the motion of the defendant and the payment of costs, rescind the decree in any suit in which, on account of his contumacy and default, the matter of the libel shall have been decreed against him, and grant a rehearing thereof at any time within ten days after the decree has been entered, the defendant submitting to such further orders and terms in the premises as the court may direct.

41. All sales of property under any decree of admiralty shall be made by the marshal or his deputy, or other proper officer assigned by the court, where the marshal is a party in interest, in pursuance of the orders of the court; and the proceeds thereof, when sold, shall be forthwith paid into the registry of the court by the officer making the sale, to be disposed of by the court according to law.

42. All moneys paid into the registry of the court shall be deposited in some bank designated by the court, and shall be so deposited in the name of the court, and shall not be drawn out, except by a check or checks, signed by a judge of the court and countersigned by the clerk, stating on whose account and for whose use it is drawn, and in what suit and out of what fund in particular it is paid. The clerk shall keep a regular book, containing a memorandum and copy of all the checks so drawn and the date thereof.

43. Any person having an interest in any proceeds in the registry of the court shall have a right, by petition and summary proceeding, to intervene *pro interesse suo* for a delivery thereof to him; and upon due notice to the adverse parties, if any, the court shall and may proceed summarily to hear and decide thereon, and to decree therein according to law and justice. And if such petition or claim shall be deserted, or, upon a hearing, be dismissed, the court may, in its discretion, award costs against the petitioner in favor of the adverse party.

44. In cases where the court shall deem it expedient or necessary for the purposes of justice, the court may refer any matters arising in the progress of the suit to one or more commissioners, to be appointed by the court, to hear the parties and make report therein. And such commissioner or commissioners shall have and possess all the the powers in the premises which are usually given to or exercised by masters in chancery in reference to them, including the power to administer oaths to and to examine the parties and witnesses touching the premises.

45. All appeals from the district to the circuit court must be made while the court is sitting, or within such other period as shall be designated by the district court by its general rules, or by an order specially made in the particular suit; or in case no such rule or order be made, then within thirty days from the rendering of the decree.

46. In all cases not provided for by the foregoing rules, the district and circuit courts are to regulate the practice of the said courts respectively, in such manner as they shall deem most expedient for the due administration of justice in suits in admiralty.

47. In all suits *in personam*, where a simple warrant of arrest issues and is executed, bail shall be taken by the marshal and the court in those cases only in which it is required by the laws of the State where an arrest is made upon similar or analogous process issuing from the State courts.

And imprisonment for debt, on process issuing out of the admiralty court, is abolished in all cases where, by the laws of the State in which the court is held, imprisonment for debt has been, or shall be hereafter, abolished, upon similar or analogous process issuing from a State court.

48. The twenty-seventh rule shall not apply to cases where the sum or value in dispute does not exceed fifty dollars, exclusive of costs, unless the district court shall be of opinion that the proceedings prescribed by that rule are necessary for the purposes of justice in the case before the court.

All rules and parts of rules heretofore adopted, inconsistent with this order, are hereby repealed and annulled.

49. Further proof, taken in a circuit court upon an admiralty appeal, shall be by deposition, taken before some commissioner appointed by a circuit court, pursuant to the acts of Congress in that behalf, or before some officer authorized to take depositions by the thirtieth section of the act of Congress of the 24th of September, 1789, upon an oral examination and cross-examination, unless the court in which such appeal shall be pending, or one of the judges thereof, shall, upon motion, allow a commission to issue to take such depositions upon written interrogatories and cross-interrogatories. When such deposition shall be taken by oral examination, a notification from the magistrate before whom it is to be taken, or from the clerk of the court in which such appeal shall be pending, to the adverse party, to be present at the taking of the same, and to put interrogatories, if he think fit, shall be served on the adverse party or his attorney, allowing time for their attendance after being notified not less than twenty-four hours, and, in addition thereto, one day, Sundays exclusive, for every twenty miles' travel; provided, that the court in which such appeal may be pending, or either of the judges thereof, may, upon motion, increase or diminish the length of notice above required.

50. When oral evidence shall be taken down by the clerk of the district court, pursuant to the above-mentioned section of the act of Congress, and shall be transmitted to the circuit court, the same may be used in evidence on the appeal, saving to each party the right to take the depositions of the same witnesses, or either of them, if he should so elect.

51. When the defendant, in his answer, alleges new facts, these shall be considered as denied by the libelant, and no replication, general or special, shall be filed, unless allowed or directed by the court on proper cause shown. But within such time after the answer is filed as shall be fixed by

the district court, either by general rule or by special order, the libelant may amend his libel so as to confess and avoid, or explain or add to, the new matters set forth in the answer; and within such time as may be fixed, in like manner, the defendant shall answer such amendments.

[As amended January 27, 1896, 160 U. S. 693.]

52. The clerks of the district courts shall make up the records to be transmitted to the circuit courts on appeals, so that the same shall contain the following:—

1. The style of the court.

2. The names of the parties, setting forth the original parties, and those who have become parties before the appeal, if any change has taken place.

3. If bail was taken, or property was attached or arrested, the process of the arrest or attachment and the service thereof: all bail and stipulations; and, if any sale has been made, the orders, warrants, and reports relating thereto.

4. The libel, with exhibits annexed thereto.

5. The pleadings of the defendant, with the exhibits annexed thereto.

6. The testimony on the part of the libelant, and any exhibits not annexed to the libel.

7. The testimony on the part of the defendant, and any exhibits not annexed to his pleadings.

8. Any order of the court to which exception was made.

9. Any report of an assessor or assessors, if excepted to, with the orders of the court respecting the same, and the exceptions to the report. If the report was not excepted to, only the fact that a reference was made, and so much of the report as shows what results were arrived at by the assessor, are to be stated.

10. The final decree.

11. The prayer for an appeal, and the action of the district court thereon; and no reasons of appeal shall be filed or inserted in the transcript.

The following shall be omitted:—

(1) The continuances.

(2) All motions, rules, and orders not excepted to which are merely preparatory for trial.

(3) The commissions to take depositions, notices therefore, their captions, and certificates of their being sworn to, unless some exception to a deposition in the district court was founded on some one or more of these; in which case, so much of either of them as may be involved in the exception shall be set out. In all other cases it shall be sufficient to give the name of the witness, and to copy the interrogatories and answers, and to state the name of the commissioner, and the place where and the date when the deposition was sworn to; and, in copying all depositions taken on interrogatories, the answer shall be inserted immediately following the question.

2. The clerk of the district court shall page the copy of the record thus made up, and shall make an index thereto, and he shall certify the entire document, at the end thereof, under the seal of the court, to be a transcript of the record of the district court in the cause named at the beginning of

the copy made up pursuant to this rule; and no other certificate of the record shall be needful or inserted.

3. Hereafter, in making up the record to be transmitted to the circuit court on appeal, the clerk of the district court shall omit therefrom any of the pleading, testimony, or exhibits which the parties by their proctors shall by written stipulation agree may be omitted; and such stipulation shall be certified up with the record.

53. Whenever a cross-libel is filed upon any counter-claim, arising out of the same cause of action for which the original libel was filed, the respondents in the cross-libel shall give security in the usual amount and form, to respond in damages, as claimed in said cross-libel, unless the court, on cause shown, shall otherwise direct; and all proceedings upon the original libel shall be stayed until such security shall be given.

54. When any ship or vessel shall be libeled or the owner or owners thereof shall be sued, for any embezzlement, loss, or destruction by the master, officers, mariners, passengers, or any other person or persons, of any property, goods, or merchandise, shipped or put on board of such ship or vessel, or for any loss, damage, or injury by collision, or for any act, matter, or thing, loss, damage or forfeiture done, occasioned, or incurred, without the privity or knowledge of such owner or owners, and he or they shall desire to claim the benefit of limitation of liability provided for in the third and fourth sections of the act of March 3, 1851, entitled "An act to limit the liability of ship-owners, and for other purposes," now embodied in sections 4283 to 4285 of the Revised Statutes, the said owner or owners shall and may file a libel or petition in the proper district court of the United States, as hereinafter specified, setting forth the facts and circumstances on which such limitation of liability is claimed, and praying proper relief in that behalf; and thereupon said court, having caused due appraisement to be had of the amount or value of the interest of said owner or owners, respectively, in such ship or vessel, and her freight, for the voyage, shall make an order for the payment of the same into court, or for the giving of a stipulation, with sureties, for payment thereof into court whenever the same shall be ordered; or, if the said owner or owners shall so elect, the said court shall, without such appraisement, make an order for the transfer by him or them of his or their interest in such vessel and freight, to a trustee to be appointed by the court under the fourth section of said act; and, upon compliance with such order, the said court shall issue a monition against all persons claiming damages for any such embezzlement, loss, destruction, damage, or injury, citing them to appear before the said court and make due proof of their respective claims at or before a certain time to be named in said writ, not less than three months from the issuing of the same; and public notice of such monition shall be given as in other cases, and such further notice reserved through the post-office, or otherwise, as the court in its discretion may direct; and the said court shall also, on the application of the said owner or owners, make an order to restrain the further prosecution of all and any suit or suits against said owner or further prosecution of all and any suit or suits against said owner or owners in respect of any such claim or claims.

55. Proof of all claims which shall be presented in pursuance of said

monition shall be made before a commission, to be designated by the court, subject to the right of any person interested to question or controvert the same; and, upon the completion of said proofs, the commissioner shall make report of the claims so proven, and upon confirmation of said report, after hearing any exception thereto, the moneys paid or secured to be paid into court as aforesaid, or the proceeds of said ship or vessel and freight (after payment of costs and expense), shall be divided *pro rata* amongst the several claimants, in proportion to the amount of their respective claims, duly proved and confirmed as aforesaid, saving, however, to all parties any priority to which they may be legally entitled.

56. In the proceedings aforesaid, the said owner or owners shall be at liberty to contest his or their liability, or the liability of said ship or vessel for said embezzlement, loss, destruction, damage, or injury (independently of the limitation of liability claimed under said act), provided that, in his or their libel or petition, he or they shall state the facts and circumstances by reason of which exemption from liability is claimed; and any person or persons claiming damages as aforesaid, and who shall have presented his or their claim to the commissioner under oath, shall and may answer such libel or petition, and contest the right of the owner or owners of said ship or vessel, either to an exemption from liability, or to a limitation of liability under the said act of Congress, or both.

57. The said libel or petition shall be filed and the said proceedings had in any district court of the United States in which said ship or vessel may be libeled to answer for any such embezzlement, loss, destruction, damage, or injury; or, if the said ship or vessel be not libeled, then in the district court for any district in which the said owner or owners may be sued in that behalf. When the said ship or vessel has not been libeled to answer the matters aforesaid, and suit has not been commenced against the said owner or owners, or has been commenced to a district other than that in which the said ship or vessel may be, the said proceedings may be had in the district in which the said ship or vessel may be, and where it may be subject to the control of such court for the purposes of the case as hereinafter provided. If the ship have already been libeled and sold, the proceeds shall represent the same for the purposes of these rules.

58. All the preceding rules and regulations for proceeding in cases where the owner or owners of a ship or vessel shall desire to claim the benefit of limitation of liability provided for in the act of Congress in that behalf, shall apply to the circuit courts of the United States where such cases are or shall be pending in said courts upon appeal from the district courts.

59. In a suit for damage by collision. If the claimant of any vessel proceeded against, or any respondent proceeded against, *in personam*, shall, by petition, on oath, presented before or at the time of answering the libel, or within such further time as the court may allow, and containing suitable allegations showing fault or negligence in any other vessel contributing to the same collision, and the particulars thereof, and that such other vessel or any other party ought to be proceeded against in the same suit for such damage, pray that process be issued against such vessel or party to that end, such process may be issued, and, if duly served, such suit shall proceed as if such vessel or party had been originally proceeded against; the other

parties in the suit shall answer the petition; the claimant of such vessel or such new party shall answer the libel; and such further proceedings shall be had and decree rendered by the court in the suit as to law and justice shall appertain. But every such petitioner shall, upon filing his petition, give a stipulation, with sufficient sureties, to pay to the libelant and to any claimant or new party brought in by virtue of such process, all such costs, damages, and expenses as shall be awarded against the petitioner by the court upon the final decree, whether rendered in the original or appellate court; and any such claimant or new party shall give the same bonds or stipulations which are required in like cases from parties brought in under process issued on the prayer of a libelant.

IV.

RULES OF THE SUPREME COURT OF THE UNITED STATES.

1.

CLERK.

1. The clerk of this court shall reside and keep the office at the seat of the National Government, and he shall not practice, either as attorney or counsellor, in this court, or in any other court, while he shall continue to be clerk of this court.

2. The clerk shall not permit any original record or paper to be taken from the court room, or from the office, without an order from the court, except as provided by Rule 10.

2.

ATTORNEYS AND COUNSELLORS.

1. It shall be requisite to the admission of attorneys or counselors to practice in this court, that they shall have been such for three years past in the highest courts of the States to which they respectively belong, and that their private and professional characters shall appear to be fair.

2. They shall respectively take and subscribe the following oath or affirmation, viz.:

I, ——— ———, do solemnly swear (or affirm) that I will demean myself, as an attorney and counsellor of this court, uprightly, and according to law; and that I will support the Constitution of the United States.

3.

PRACTICE.

This court considers the former practice of the courts of king's bench and of chancery, in England, as affording outlines for the practice of this court; and will, from time to time, make such alterations therein as circumstances may render necessary.

4.

BILL OF EXCEPTIONS.

The judges of the district courts in allowing bills of exception shall give effect to the following rules:

1. No bill of exceptions shall be allowed which shall contain the charge

of the court at large to the jury in trials at common law, upon any general exception to the whole of such charge. But the party excepting shall be required to state distinctly the several matters of law in such charge to which he excepts; and those matters of law, and those only, shall be inserted in the bill of exceptions and allowed by the court.

2. Only so much of the evidence shall be embraced in a bill of exceptions as may be necessary to present clearly the questions of law involved in the rulings to which exceptions are reserved, and such evidence as is embraced therein shall be set forth in condensed and narrative form, save as a proper understanding of the questions presented may require that parts of it be set forth otherwise.

5.

PROCESS.

1. All process of this court be in the name of the President of the United States, and shall contain the Christian names, as well as the surnames, of the parties.

2. When process at common law or in equity shall issue against a State, the same shall be served on the governor, or chief executive magistrate, and attorney-general of such State.

3. Process of subpœna, issuing out this court, in any suit in equity, shall be served on the defendant sixty days before the return day of the said process; and if the defendant, on such service of the subpœna, shall not appear at the return day, the complainant shall be at liberty to proceed *ex parte*.

6.

MOTIONS.

1. All motions to the court shall be reduced to writing, and shall contain a brief statement of the facts and objects of the motion.

2. Forty-five minutes on each side shall be allowed to the argument of a motion, and no more, without special leave of the court, granted before the argument begins.

3. No motion to dismiss, except on special assignment by the court, shall be heard, unless previous notice has been given to the adverse party, or the counsel or attorney of such party.

4. All motions to dismiss writs of error and appeals, except motions to docket and dismiss under Rule 9, must be submitted in the first instance on printed briefs or arguments. If the court desires further argument on that subject, it will be ordered in connection with the hearing on the merits. The party moving to dismiss shall serve notice of the motion, with a copy of his brief of argument, on the counsel for plaintiff in error or appellant of record in this court, at least three weeks before the time fixed for submitting the motion, in all cases except where the counsel to be notified resides west of the Rocky Mountains, in which case the notice shall be at least thirty days. Affi-

davits of the deposit in the mail of the notice and brief to the proper address of the counsel to be served, duly post-paid, at such time as to reach him by due course of mail, the three weeks or thirty days before the time fixed by the notice, will be regarded as *prima facie* evidence of service on counsel who reside without the District of Columbia. On proof of such service, the motion will be considered, unless, for satisfactory reasons, further time be given by the court to either party.

5. The court in any pending cause will receive a motion to affirm on the ground that it is manifest that the writ or appeal was taken for delay only, or that the questions on which the decision of the cause depend are so frivolous as not to need further argument. The same procedure shall apply to and control such motions as is provided for in cases of motions to dismiss under paragraph 4 of this rule.

6. Although the court upon consideration of a motion to dismiss or a motion to affirm may refuse to grant the motion, it may nevertheless, if the conclusion is arrived at that the case is of such a character as not to justify extended argument, orer the cause transferred for hearing to a summary docket. The hearing of the causes on such docket will be expedited, the court providing from time to time for such speedy disposition of the docket as the regular order of business may permit, and on the hearing of such causes one-half hour will be allowed each side for oral argument.

7. The court will not hear arguments on Saturday (unless for special cause it shall order to the contrary), but will devote that day to the other business of the court. The motion day shall be Monday of each week; and motions not required by the rules of the court to be put on the docket shall be entitled to preference immediately after the reading of opinions, if such motions shall be made before the court shall have entered upon the hearing of a case upon the docket.

7.

LAW LIBRARY.

1. During the session of the court, any gentleman of the bar having a case on the docket, and wishing to use any book or books in the law library, shall be at liberty, upon application to the clerk of the court, to receive an order to take the same (not exceeding at any one time three) from the library, he being thereby responsible for the due return of the same within a reasonable time, or when required by the clerk. And in case the same shall not be so returned, the party receiving the same shall be responsible for and forfeit and pay twice the value thereof, and also one dollar per day for each day's detention beyond the limited time.

2. The clerk shall deposit in the law library, to be there carefully preserved, one copy of the printed record in every case submitted to the court for its consideration, and of all printed motions, briefs, or arguments filed therein.

3. The marshal shall take charge of the books of the court, together with such of the duplicate law books as Congress may direct to be transferred to the court, and arrange them in the conference room, which he shall have

fitted up in a proper manner; and he shall not permit such books to be taken therefrom by any one except the justices of the court.

8.

WRIT OF ERROR AND APPEAL, RETURN AND RECORD.

1. The clerk of the court to which any writ of error may be directed shall make return of the same, by transmitting a true copy of the record, and of the assignment of errors, and of all proceedings in the case, under his hand and the seal of the court.

In order to enable the Clerk to perform such duty and for the purpose of reducing the size of transcripts of record in cases brought to this Court by appeal or writ of error, by eliminating all papers not necessary to the consideration of the questions to be reviewd, it shall be the duty of the appellant or plaintiff in error or his attorney to file with the clerk of the lower court, together with proof or acknowledgment of service of a copy on the appellee or defendant in error, or his counsel, a *praecipe* which shall indicate the portions of the record to be incorporated into the transcript of the record on such appeal or writ of error. Should the appellee or defendand in error, or his counsel, desire additional portions of the record incorporated into the transcript of the record to be filed in this Court, he shall file with the clerk of the lower court his *praecipe* also, within ten days thereafter, (unless the time shall be enlarged by a judge of th elower court or by a Justice of this Court), indicating such additional portions of the record desired by him.

The clerk of the lower court shall transmit to this Court as the transcript of the record in the case only the portions of the record below designated by both parties as above provided.

The parties or their counsel, however, may agree by written stipulation to be filed with the clerk of the lower court the portions of the record which shall constitute the transcript of record on appeal or writ of error, and the clerk in such case shall transmit only the papers designated in such stipulation.

If this Court shall find that portions of the record unnecessary to a proper presentation of the case have been incorporated into the transcript by either party, the Court may order that the whole or any part of the Clerk's fee for supervising the printing and of the cost of printing the record be paid by the offending party.

2. In all cases brought to this court, by writ of error or appeal, to review any judgment or decree, the clerk of the court by which such judgment or decree was rendered shall annex to and transmit with the record a copy of the opinion or opinions filed in the case.

3. No case will be heard until a complete record, containing in itself, and not by reference, all the papers, exhibits, depositions, and other proceedings which are necessary to the hearing in this court, shall be filed.

4. Whenever it shall be necessary or proper, in the opinion of the presiding judge in any district court, that original papers of any kind should be inspected in this court upon writ of error or appeal, such presiding judge

may make such rule or order for the safe-keeping, transporting, and return of such original papers as to him may seem proper, and this court will receive and consider such original papers in connection with the transcript of the proceedings.

5. All appeals, writs of error, and citations must be made returnable not exceeding thirty days from the day of signing the citation, whether the return day fall in vacation or in term time, and be servd before the return day, except in writs of error and appeals from California, Oregon, Nevada, Washington, New Mexico, Utah, Arizona, Montana, Wyoming, North Dakota, South Dakota, Alaska, Idaho, Hawaii and Porto Rico, when the time shall be extended to sixty days and from the Philippine Islands to one hundred and twenty days.

6. The record in cases of admiralty and maritime jurisdiction, when under the requirements of law the facts have been found in the court below, and the power of review is limited to the determination of questions of law arising on the record, shall be confined to the pleadings, the findings of fact, and conclusions of law thereon, the bills of exceptions, the final judgment or decree, and such interlocutory orders and decrees as may be necessary to a proper review of the case.

9.

DOCKETING CASES.

1. It shall be the duty of the plaintiff in error or appellant to docket the case and file the record thereof with the clerk of this court by or before the return day, whether in vacation or in term time. But, for good cause shown, the justice or judge who signed the citation, or any justice of this court, may enlarge the time, by or before its expiration, the order of enlargement to be filed with the clerk of this court. If the plaintiff in error or appellant shall fail to comply with this rule, the defendant in error or appellee may have the cause docketed and dismissed upon producing a certificate, whether in term time or vacation, from the clerk of the court wherein the judgment or decree was rendered, stating the case and certifying that such writ of error or appeal has been duly sued out or allowed. And in no case shall the plaintiff in error or appellant be entitled to docket the case and file the record after the same shall have been docketed and dismissed under this rule, unless by order of the court.

2. But the defendant in error or appellee may, at his option, docket the case and file a copy of the record with the clerk of this court; and if the case is docketed and a copy of the record filed with the clerk of this court by the plaintiff in error or appellant within the period of time above limited and prescribed by this rule, or by the defendant in error or appellee at any time thereafter, the case shall stand for argument.

3. Upon the filing of the transcript of a record brought up by writ of error or appeal, the appearance of the counsel for the party docketing the case shall be entered.

10.

PRINTING RECORDS.

1. In all cases the plaintiff in error or appellant, on docketing a case and filing the record, shall make such cash deposit with the clerk for the payment of his fees as he may require or otherwise satisfy him in that behalf.

2. The clerk shall cause an estimate to be made of the cost of printing the record, and of his fee for preparing it for the printer and supervising the printing, and shall notify to the party docketing the case the amount of the estimate. If he shall not pay it within a reasonable time, and for want of such payment the record shall not have been printed when a case is reached in the regular call of the docket, the case shall be dismissed.

3. Upon payment of the amount estimated by the clerk, thirty copies of the record shall be printed, under his supervision, for the use of the court and of counsel.

4. In cases of appellate jurisdiction the original transcript on file shall be taken by the clerk to the printer. But the clerk shall cause copies to be made for the printer of such original papers, sent up under Rule 8, section 4, as are necessary to be printed; and of the whole record in cases of original jurisdiction.

5. The clerk shall supervise the printing, and see that the printed copy is properly indexed. He shall distribute the printed copies to the justices and the reporter, from time to time, as required, and a copy to the counsel for the respective parties.

6. If the actual cost of printing the record, together with the fee of the clerk, shall be less than the amount estimated and paid, the amount of the difference shall be refunded by the clerk to the party paying it. If the actual cost and clerk's fee shall exceed the estimate, the amount of the excess shall be paid to the clerk before the delivery of a printed copy to either party or his counsel.

7. In case of reversal, affirmance, or dismissal, with costs, the amount of the cost of printing the record and of the clerk's fee shall be taxed against the party against whom costs are given, and shall be inserted in the body of the mandate or other proper process.

8. Upon the clerk's producing satisfactory evidence, by affidavit or the acknowledgment of the parties or their sureties, of having served a copy of the bill of fees due by them, respectively, in this court, on such parties or their sureties, an attachment shall issue against such parties or sureties, respectively, to compel payment of said fees.

9. The plaintiff in error or appellant may, within ninety days after filing the record in this court, file with the clerk a statement of the errors on which he intends to rely, and of the parts of the record which he thinks necessary for the consideration thereof, with proof of service of the same on the adverse party. The adverse party, within ninety days thereafter, may designate in writing, filed with the clerk, additional parts of the record which he thinks material; and, if he shall not do so, he shall be held to have consented to a hearing on the parts designated by the plaintiff in error or appellant. If parts of the record shall be so designated by one

or both of the parties, the clerk shall print those parts only; and the court will consider nothing but those parts of the record, and the errors so stated. If at the hearing it shall appear that any material part of the record has not been printed, the writ of error or appeal may be dismissed, or such other order made as the circumstances may appear to the court to require. If the defendant in error or appellee shall have caused unnecessary parts of the record to be printed, such order as to costs may be made as the court shall think proper.

The fees of the clerk under Rule 24, section 7, shall be computed, as at present, on the folios in the record as filed, and shall be in full for the performance of his duties in the execution hereof.

11.

TRANSLATIONS.

Whenever any record transmitted to this court upon a writ of error or appeal shall contain any document, paper, testimony, or other proceedings in a foreign language, and the record does not also contain a translation of such document, paper, testimony, or other proceedings, made under the authority of the inferior court, or admitted to be correct, the record shall not be printed; but the case shall be reported to this court by the clerk, and the court will order that a translation be supplied and inserted in the record.

12.

FURTHER PROOF.

1. In all cases where further proof is ordered by the court, the depositions which may be taken shall be by a commission, to be issued from this court, or from any district court of the United States.

2. In all cases of admiralty and maritime jurisdiction, where new evidence shall be admissible in this court, the evidence by testimony of witnesses shall be taken under a commission to be issued from this court, or from any district court of the United States, under the direction of any judge; thereof; and no such commission shall issue but upon interrogatories, to be filed by the party applying for the commission, and notice to the opposite party or his agent or attorney, accompanied with a copy of the interrogatories so filed, to file cross-interrogatories within twenty days from the service of such notice: Provided, however, That nothing in this rule shall prevent any party from giving oral testimony in open court in cases where by law it is admissible.

13.

OBJECTIONS TO EVIDENCE IN THE RECORD.

In all cases of equity or admiralty jurisdiction, heard in this court, no objection shall hereafter be allowed to be taken to the admissibility of any deposition, deed, grant, or other exhibit found in the record as evidence,

unless objection was taken thereto in the court below and entered of record; but the same shall otherwise be deemed to have been admitted by consent.

14.

CERTIORARI.

No *certiorari* for diminution of the record will be hereafter awarded in any case, unless a motion therefor shall be made in writing, and the facts on which the same is founded shall, if not admitted by the other party, be verified by affidavit. And all motions for *certiorari* must be made at the first term of the entry of the case; otherwise, the same will not be granted, unless upon special cause shown to the court, accounting satisfactorily for the delay.

15.

DEATH OF A PARTY.

1. Whenever, pending a writ of error or appeal in this court, either party shall die, the proper representatives in the personalty or realty of the deceased party, according to the nature of the case, may voluntarily come in and be admitted parties to the suit, and thereupon the case shall be heard and determined as in other cases; and if such representatives shall not voluntarily become parties, then the other party may suggest the death on the record, and thereupon, on motion, obtain an order that unless such representatives shall become parties within the first ten days of the ensuing term, the party moving for such order, if defendant in error or appellee shall be entitled to have the writ of error or appeal dismissed; and if the party so moving shall be plaintiff in error or appellant he shall be entitled to open the record, and on hearing have the judgment or decree reversed, if it be erroneous: Provided, however, That a copy of every such order shall be printed in some newspaper of general circulation within the State, Territory, or District from which the case is brought, for three successive weeks, at least sixty days before the beginning of the term of the Supreme Court then next ensuing.

2. When the death of a party is suggested, and the representatives of the deceased do not appear by the tenth day of the second term next succeeding the suggestion, and no measures are taken by the opposite party within that time to compel their appearance, the case shall abate.

3. When either party to a suit in a court of the United States shall desire to prosecute a writ of error or appeal to the Supreme Court of the United States, from any final judgment or decree, rendered in such court, and at the time of suing out such writ of error or appeal the other party to the suit shall be dead and have no proper representative within the jurisdiction of the court which rendered such final judgment or decree, so that the suit cannot be revived in that court, but shall have a proper representative in some State or Territory of the United States, the party desiring such writ of error or appeal may procure the same, and may have proceedings on such judgment or decree superseded or stayed in the same

manner as is now allowed by law in other cases, and shall thereupon proceed with such writ of error or appeal as in other cases. And within thirty days after the commencement of the term to which such writ of error or appeal is returnable, the plaintiff in error or appellant shall made a suggestion to the court, supported by affidavit, that the said party was dead when the writ of error or appeal was taken or sued out, and had no proper representative within the jurisdiction of the court which rendered said judgment or decree, so that the suit could not be revived in that court, and that said party had a proper representative in some State or Territory of the United States, and stating therein the name and character of such representative, and the State or Territory in which such representative resides; and, upon such suggestion, he may, on motion, obtain an order that, unless such representative shall make himself a party within the first ten days of the ensuing term of the court, the plaintiff in error or appellant shall be entitled to open the record, and, on hearing, have the judgment or decree reversed, if the same be erroneous: Provided, however, That a proper citation reciting the substance of such order shall be served upon such representative, either personally or by being left at his residence, at least sixty days before the beginning of the term of the Supreme Court then next ensuing: And provided, also, That in every such case if the representative of the deceased party does not appear by the tenth day of the term nexttt succeeding said suggestion, and the measures above provided to compel the appearance of such representative have not been taken within time as above required, by the opposite party, the case shall abate: And provided, also, That the said representative may at any time before or after said suggestion come in and be made a party to the suit, and thereupon the case shall proceed, and be heard and determined as in other cases.

16.

NO APPEARANCE OF PLAINTIFF IN ERROR OR APPELLANT.

Where no counsel appears and no brief has been filed for the plaintiff in error or appellant, when the case is called for trial, the defendant in error or appellee may have the plaintiff in error or appellant called and the writ of error or appeal dismissed, or may open the record and pray for an affirmance.

17.

NO APPEARANCE OF DEFENDANT IN ERROR OR APPELLEE.

Where the defendant in error or appellee fails to appear when the case is called for trial, the court may proceed to hear an argument on the part of the plaintiff in error or appellant and to give judgment according to the right of the case.

18.

NO APPEARANCE OF EITHER PARTY.

When a case is reached in the regular call of the docket, and there is no appearance for either party, the case shall be dismissed at the cost of the plaintiff in error or appellant.

19.

NEITHER PARTY READY AT SECOND TERM.

When a case is called for argument at two successive terms, and upon the call at the second term neither party is prepared to argue it, it shall be dismissed at the cost of the plaintiff in error or appellant, unless sufficient cause is shown for further postponement.

20.

PRINTED ARGUMENTS.

1. In all cases brought here on writ of error, appeal, or otherwise, the court will receive printed arguments without regard to the number of the cases on the docket, if the counsel on both sides shall choose to submit the same within the first ninety days of the term; and, in addition, appeals from the Court of Claims may be submitted by both parties within thirty days after they are docketed, but not after the first day of April; but thirty copies of the arguments, signed by attorneys or counsellors of this court, must be first filed.

2. When a case is reached in the regular call of the docket, and a printed argument shall be filed for one or both parties, the case shall stand on the same footing as if there were an appearance by counsel.

3. When a case is taken up for trial upon the regular call of the docket, and argued orally in behalf of only one of the parties, no printed argument for the opposite party will be received, unless it is filed before the oral argument begins, and the court will proceed to consider and decide the case upon the *ex parte* argument.

4. No brief or argument will be received, either through the clerk or otherwise, after a case has been argued or submitted, except upon leave granted in open court after notice to opposing counsel.

21.

BRIEFS.

1. The counsel for plaintiff in error or appellant shall file with the clerk of the court, at least three weeks before the case is called for argument, thirty copies of a printed brief, one of which shall, on application, be furnished to each of the counsel engaged upon the opposite side.

2. This brief shall contain, in the order here stated—

(1) A concise abstract, or statement of the case, presenting succinctly the questions involved and the manner in which they are raised.

(2) A specification of the errors relied upon, which, in cases brought up by writ of error, shall set out separately and particularly each error asserted and intended to be urged; and in cases brought up by appeal the specification shall state, as particularly as may be, in what the decree is alleged to be erroneous. When the error alleged is to the admission or to the rejection of evidence, the specification shall quote the full substance of the evidence admitted or rejected. When the error alleged is to the charge of the court, the specification shall set out the part referred to *totidem verbis*, whether it be instructions given or instructions refused. When the error alleged is to a ruling upon the report of a master, the specification shall state the exception to the report and the action of the court upon it.

(3) A brief of the argument, exhibiting a clear statement of the points of law or fact to be discussed, with a reference to the pages of the record and the authorities relied upon in support of each point. When a statute of a State is cited, so much thereof as may be deemed necessary to the decision of the case shall be printed at length.

3. The counsel for a defendant in error or an appellee shall file with the clerk thirty printed copies of his argument, at least one week before the case is called for hearing. His brief shall be of like character with that required of the plaintiff in error or appellant, except that no specification of errors shall be required, and no statement of the case, unless that presented by the plaintiff in error or appellant is controverted.

4. When there is not assignment of errors, as required by section 997 of the Revised Statutes, counsel will not be heard, except at the request of the court; and errors not specified according to this rule will be disregarded; but the court, at its option, may notice a plain error not assigned or specified.

5. When, according to this rule, a plaintiff in error or an appellant is in default, the case may be dismissed on motion; and when a defendant in error, or an appellee is in default, he will not be heard, except on consent of his adversary, and by request of the court.

6. When no oral argument is made for one of the parties, only one counsel will be heard for the adverse party.

7. No brief or printed argument, required by the foregoing sections, shall be filed by the clerk unless the same shall be accompanied by satisfactory proof of service upon counsel for the adverse party.

8. Every brief of more than twenty pages shall contain on its front fly leaves a subject index with page references, the subject index to be supplemented by a list of all cases referred to, alphabetically arranged, together with references to pages where the cases are cited.

22.

ORAL ARGUMENTS.

1. The plaintiff in error or appellant in this court shall be entitled to open and conclude the argument of the case. But when there are cross-appeals they shall be argued together as one case, and the plaintiff in the court below shall be entitled to open and conclude the argument.

2. Only two counsel will be heard for each party on the argument of a case.

3. One and one-half hours on each side will be allowed for the argument, and no more, without special leave of the court, granted before the argument begins. But in cases certified from the Circuit Court of Appeals, cases involving solely the jurisdiction of the court below, and cases under the act of March 2, 1907, 34 Stat. 1246, forty-five minutes only on each side will be allowed for the argument unless the time be extended. The time thus allowed may be apportioned between the counsel on the same side, at their discretion; provided, always, that a fair opening of the case shall be made by the party having the opening and closing arguments.

23.

INTEREST.

1. In cases where a writ of error is prosecuted to this court, and the judgment of the inferior court is affirmed, the interest shall be calculated and levied, from the date of the judgment below until the same is paid, at the same rate that similar judgments bear interest in the courts of the state where such judgment is rendered.

2. In all cases where a writ of error shall delay the proceedings on the judgment of the inferior court, and shall appear to have been sued out merely for delay, damages at a rate not exceeding 10 per cent., in addition to interest, shall be awarded upon the amount of the judgment.

3. The same rule shall be applied to decrees for the payment of money in cases in equity, unless otherwise ordered by this court.

4. In cases in admiralty, damages and interest may be allowed if specially directed by the court.

24.

COSTS.

1. In all cases of affirmance of any judgment or decree in this court, costs shall be allowed to the defendant in error or appellee, unless otherwise agreed by the parties, except where the dismissal shall be for want of jurisdiction, when the costs incident to the motion to dismiss shall be allowed.

2. In all cases of affirmance of my judgment or decree in this court, costs shall be allowed to the defendant in error or appellee, unless otherwise ordered by the court.

3. In cases of reversal of any judgment or decree in this court, costs shall be allowed to the plaintiff in error or appellant, unless otherwise ordered by the court. The cost of the transcript of the record from the court below shall be a part of such costs, and be taxable in that court as costs in the case.

4. Neither of the foregoing sections shall apply to cases where the United States are a party; but in such cases no costs shall be allowed in this court for or against the United States.

5. In all cases of the dismissal of any suit in this court, it shall be the duty of the clerk to issue a mandate, or other proper process, in the nature of a *procedendo*, to the court below, for the purpose of informing such court of the proceedings in this court, so that further proceedings may be had in such court as to law and justice may appertain.

6. When costs are allowed in this court, it shall be the duty of the clerk to insert the amount thereof in the body of the mandate, or other proper process, sent to the court below, and annex to the same the bill of items taxed in detail.

7. In pursuance of the act of March 3, 1883, authorizing and empowering this court to prepare a table of fees to be charged by the clerk of this court, the following table is adopted:

For docketing a case and filing and indorsing the transcript of the record, five dollars.

For entering an appearance, twenty-five cents.

For entering a continuance, twenty-five cents.

For filing a motion, order, or other paper, twenty-five cents.

For entering any rule, or for making or copying any record or other paper, twenty cents per folio of each one hundred words.

For transferring each case to a subsequent docket and indexing the same, one dollar.

For entering a judgment or decree, one dollar.

For every search of the records of the court, one dollar.

For a certificate and seal, two dollars.

For receiving, keeping, and paying money in pursuance of any statute or order of court, two per cent. on the amount so received, kept, and paid.

For an admission to the bar and certificate under seal, ten dollars.

For preparing the record or a transcript thereof for the printer, indexing the same, supervising the printing, and distributing the printed copies to the justices, the reporter, the law library, and the parties or their counsel, fifteen cents per folio; but when the necessary printed copies of the record, as printed for the use of the lower court, shall be furnished, the fee for supervising shall be five cents per folio.

For making a manuscript copy of the record, when required under Rule 10, twenty cents per folio, but nothing in addition for supervising the printing.

For issuing a writ of error and accompanying papers, five dollars.

For a mandate or other process, five dollars.

For filing briefs, five dollars for each party appearing.

For every printed copy of any opinion of the court or any justice thereof, certified under seal, two dollars.

25.

OPINIONS OF THE COURT.

1. All opinions delivered by the court shall, immediately upon the delivery thereof, be handed to the clerk to be printed. And it shall be the duty of the clerk to cause the same to be forthwith printed, and to deliver a copy to the reporter as soon as the same shall be printed.

2. The original opinions of the court shall be filed with the clerk of this court for preservation.

3. Opinions printed under the supervision of the justices delivering the same need not be copied by the clerk into a book of records; but at the end of each term the clerk shall cause such printed opinions to be bound in a substantial manner into one or more volumes, and when so bound they shall be deemed to have been recorded.

26.

CALL AND ORDER OF THE DOCKET.

1. The court, on the second day in each term, will commence calling the cases for argument in the order in which they stand on the docket, and proceed from day to day during the term in the same order (except as hereinafter provided); and if the parties, or either of them, shall be ready when the case is called, the same will be heard; and if neither party shall be ready to proceed in the argument, the case shall be continued to the next term of the court unless some good and satisfactory reason to the contrary shall be shown to the court.

2. Ten cases only shall be considered as liable to be called on each day during the term. But on the coming in of the court on each day the entire number of such ten cases will be called, with a view to the disposition of such of them as are not to be argued.

3. Criminal cases may be advanced by leave of the court on motion of either party.

4. Cases once adjudicated by this court upon the merits, and again brought up by writ of error or appeal, may be advanced by leave of the court on motion of either party.

5. Revenue and other cases in which the United States are concerned, which also involve or affect some matter of general public interest, or which may be entitled to precedence under the provisions of any act of Congress, may also by leave of the court be advanced on motion of the Attorney-General.

6. All motions to advance cases must be printed, and must contain a brief statement of the matter involved, with the reasons for the application.

7. No other case will be taken up out of the order on the docket, or be set down for any particular day, except under special and peculiar circumstances to be shown to the court.

8. Two or more cases, involving the same question, may, by the leave of the court, be heard together, but they must be argued as one case.

9. If, after a case has been passed, the parties shall desire to have it heard, they may file with the clerk their joint request to that effect, and the case shall then be by him reinstated for call ten cases after that under argument, or next to be called at the end of the day the request is filed. If the parties will not unite in such a request, either may move to take up the case, and it shall then be assigned to such place upon the docket as the court may direct.

10. No stipulation to pass a case will be recognized as binding upon the court. A case can only be so passed upon application made and leave granted in open court.

27.

ADJOURNMENT.

The court will, at every term, announce on what day it will adjourn at least ten days before the time which shall be fixed upon, and the court will take up no case for argument, nor receive any case upon printed briefs, within three days next before the day fixed upon for adjournment.

28.

DISMISSING CASES IN VACATION.

Whenever the plaintiff and defendant in a writ of error pending in this court, or the appellant and appellee in an appeal, shall in vacation, by their attorneys of record, sign and file with the clerk an agreement in writing directing the case to be dismissed, and specifying the terms on which it is to be dismissed as to costs, and shall pay to the clerk any fees that may be due to him, it shall be the duty of the clerk to enter the case dismissed, and to give to either party requesting it a copy of the agreement filed; but no mandate or other process shall issue without an order of the court.

29.

SUPERSEDEAS.

Supersedeas bonds in the district courts and Circuit Courts of Appeals must be taken, with good and sufficient security, that the plaintiff in error or appellant shall prosecute his writ or appeal to effect, and answer all damages and costs if he fail to make his plea good. Such indemnity, where the judgment or decree is for the recovery of money not otherwise secured, must be for the whole amount of the judgment or decree, including just damages for delay, and costs and interest on the appeal; but in all suits where the property in controversy necessarily follows the event of the suit, as in real actions, replevin and in suits on mortgages, or where the property is in the custody of the marshal under admiralty process, as in case of capture or seizure, or where the proceeds thereof, or a bond for the value thereof, is in the custody or control of the court, indemnity in all such cases is only required in an amount sufficient to secure the sum recovered for the use and detention of the property, and the costs of the suit, and just damages for delay, and costs and interest on the appeal.

30.

REHEARING.

A petition for rehearing after judgment can be presented only at the term at which judgment is entered, unless by special leave granted during the term; and must be printed and briefly and distinctly state its grounds, and be supported by certificate of counsel; and will not be granted, or per-

mitted to be argued, unless a justice who concurred in the judgment desires it, and a majority of the court so determines.

31.

FORM OF PRINTED RECORDS AND BRIEFS.

All records, arguments, and briefs, printed for the use of the court, must be in such form and size that they can be conveniently bound together, so as to make an ordinary octavo volume; and, as well as all quotations contained therein, and the covers thereof, must be printed in clear type (never smaller than small pica) and on unglazed paper.

32.

WRITS OF ERROR AND APPEALS IN CASES INVOLVING JURISDICTION OF LOWER COURT.

Cases brought to this court by writ of error or appeal, where the only question in issue is the question of the jurisdiction of the court below, will be advanced on motion, and heard under the rules prescribed by Rule 6, in regard to motions to dismiss writs of error and appeals.

33.

MODELS, DIAGRAMS, AND EXHIBITS OF MATERIAL.

1. Models, diagrams, and exhibits of material forming part of the evidence taken in the court below, in any case pending in this court, on writ of error or appeal, shall be placed in the custody of the marshal of this court at least one month before the case is heard or submitted.

2. All models, diagrams, and exhibits of material, placed in the custody of the marshal for the inspection of the court on the hearing of a case, must be taken away by the parties within one month after the case is decided. When this is not done, it shall be the duty of the marshal to notify the counsel in the case, by mail or otherwise, of the requirements of this rule; and if the articles are not removed within a reasonable time after the notice is given, he shall destroy them, or make such other disposition of them as to him may seem best.

34.

CUSTODY OF PRISONERS ON HABEAS CORPUS.

1. Pending an appeal from the final decision of any court or judge declining to grant the writ of habeas corpus, the custody of the prisoner shall not be disturbed.

2. Pending an appeal from the final decision of any court or judge discharging the writ after it had been issued, the prisoner shall be remanded to the custody from which he was taken by the writ, or shall, for good

cause shown, be detained in custody of the court or judge, or be enlarged upon recognizance as hereinafter provided.

3. Pending an appeal from the final decision of any court or judge discharging the prisoner, he shall be enlarged upon recognizance, with surety, for appearance to answer the judgment of the appellate court, except where, for special reasons, sureties ought not to be required.

35.

ASSIGNMENT OF ERRORS.

1. Where an appeal or a writ of error is taken from a district court direct to this court, under section 238 of the act entitled "An act to codify, revise, and amend the laws relating to the judiciary," approved March 3, 1911, chapter 231, the plaintiff in error or appellant shall file with the clerk of the court below, with his petition for the writ of error or appeal, an assignment of errors, which shall set out separately and particularly each error asserted and intended to be urged. No writ of error or appeal shall be allowed until such assignment of error shall have been filed. When the error alleged is to the admission or to the rejection of evidence, the assignment of errors shall quote the full substance of the evidence admitted or rejected. When the error alleged is to the charge of the court, the assignment of errors shall set out the part referred to *totidem verbis*, whether it be in instructions give nor in instructions refused. Such assignment of errors shall form part of the transcript of the record, and be printed with it. When this is not done counsel will not be heard, except at the request of the court; and errors not assigned according to this rule will be disregarded, but the court, at its option, may notice a plain error not assigned.

2. The plaintiff in error or appellant shall cause the record to be printed, according to the provisions of sections 2, 3, 4, 5, 6, and 9, of Rule 10.

36.

APPEALS AND WRITS OF ERROR FROM DISTRICT COURTS.

1. An appeal or a writ of error from a district court direct to this court, in the cases provided for in §§ 238 and 252 of the act entitled, "An act to codify, revise, and amend the laws relating to the judiciary," approved March 3, 1911, chapter 231, may be allowed, in term time or in vacation by any justice of this court, or by any circuit judge assigned to the district court, or by any district judge within his district, and the proper security be taken and the citation signed by him, and he may also grant a supersedeas and stay of execution or of proceedings, pending such writ of error or appeal.

2. Where such writ of error is allowed in the case of a conviction of an infamous crime, or in any other criminal case in which it will lie under section 238, the district court, or any judge thereof, or any justice of this court, or any circuit judge assigned to the district court, shall have power,

after the citation is served, to admit the accused to bail in such amount as may be fixed.

37.

CASES FROM CIRCUIT COURTS OF APPEALS.

1. Where, under section 239 of the act entitled "An act to codify, revise, and amend the laws relating to the judiciary," approved March 3, 1911, chapter 231, a Circuit Court of Appeals shall certify to this court a question or proposition of law, concerning which it desires the instruction of this court for its proper decision, the certificate shall contain a proper statement of the facts on which such question or proposition of law arises.

2. If application is thereupon made to this court that the whole record and cause may be sent up to it for its consideration, the party making such application shall, as a part thereof, furnish this court with a certified copy of the whole of said record.

3. Where an application is submitted to this court for a writ of certiorari to review a decision of a Circuit Court of Appeals or any other court, it shall be necessary for the petitioner to furnish as an exhibit to the petition a certified copy of the entire transcript of record of the case, including the proceedings in the court to which the writ of certiorari is asked to be directed. The petition shall contain only a summary and short statement of the matter involved and the general reasons relied on for the allowance of the writ. A failure to comply with this provision will be deemed a sufficient reason for denying the petition. Thirty printed copies of such petition and of any brief deemed necessary shall be filed. Notice of the date of submission of the petition, together with a copy of the petition and brief, if any, in support of the same shall be served on the counsel for the respondent at least two weeks before such date in all cases except where the counsel to be notified resides west of the Rocky Mountains, in which cases the time shall be at least three weeks. The brief for the respondent, if any, shall be filed at least three days before the date fixed for the submission of the petition. Oral argument will not be permitted on such petitions, and no petition will be received within three days next before the day fixed upon for the adjournment of the court for the term.

38.

INTEREST, COST, AND FEES.

The provisions of Rules 23 and 24 of this court, in regard to interest and costs and fees, shall apply to writs of error and appeals and reviews under the provisions of sections 238, 239, 240, and 241 of the act entitled "An act to codify, revise, and amend the laws relating to the judiciary," approved March 3, 1911, chapter 231.

39.

MANDATES.

Mandates shall issue as of course after the expiration of thirty days from the day of judgment or decree is entered, unless the time is enlarged by order of the court, or of a justice thereof when the court is not in session, but during the term.

40.

PRACTICE IN CASES FROM CIRCUIT COURTS OF APPEALS.

The provisions of these rules relating to the practice on direct writs of error to and appeals from the district courts shall also be deemed to relate to and cover the practice on writs of error to and appeals from the Circuit Court of Appeals.

V.

RULES OF THE UNITED STATES CIRCUIT COURTS OF APPEALS.

Edited by William L. Norkus.

The following are the rules of the United States Circuit Courts of Appeals, adopted in each of the nine Circuits. The rules are substantially identical in all the Circuits, the points of difference being indicated by foot-notes.

1. NAME.[1]

The court adopts "United States Circuit Court of Appeals for the ——[1a] Circuit" as the title of the court.[2]

2. SEAL.

The seal shall contain the words "United States" on the upper part of the outer edge; and the words "Circuit Court of Appeals" on the lower part of the outer edge, running from left to right; and the words "—[3] Circuit" in two lines, in the center, with a dash beneath.

[1] In the *Sixth Circuit*, this rule is included in rule 2 subdivision 1, and rule 1 in this circuit is as follows: "1. *Definitions.*—In these rules 'counsel' shall include attorneys, solicitors, proctors and advocates; 'appellant' shall include, also, plaintiff in error, petitioner for review or mandamus, and any other party seeking review in this court; 'appellee' shall include, also, defendant in error and any other party respondent in this court." 202 Fed. v.

[1a] *First, Second, Third, Fourth, Fifth, Sixth, Seventh, Eighth* and *Ninth*, respectively.

[2] In the *Seventh Circuit* this rule reads as follows: "The title of the court shall be 'United States Circuit Court of Appeals for the *Seventh Circuit.*'" See 91 Fed. iii.

[3] *First, Second, Third, Fourth, Fifth, Sixth, Seventh, Eighth,* and *Ninth,* respectively.

[4] This rule reads as follows in the *First Circuit:* "One term of this court shall be held annually at the city of Boston at ten o'clock in the forenoon on the first Tuesday of October. Stated sessions thereof shall be there held at the same hour on the first Tuesday of every month, and may be adjourned to such times and places as the court may from time to time designate. But,

[5] In the *Second Circuit*, "at the city of New York on the third Tuesday of October." In the *Fifth Circuit*, "at the city of New Orleans, Louisiana, on the third Monday in November." In the *Eighth Circuit*, "1. Three terms of this court will be held annually, one at the city of St. Paul on the first Monday in May, one at the city of Denver on the first Monday of September and one at the city of St. Louis on the first Monday of December." 188 Fed. vi. In the *Ninth Circuit*, "at the city of San Francisco on the first Monday of October."

3. TERMS.[4]

One term of this court shall be held annually at the city of ——,[5] and shall be adjourned to such times and places as the court may from time to time designate.

4. QUORUM.

1. If at any term a quorum does not attend on any day appointed for holding it, any judge who does attend may adjourn the court from time to time, or, in the absence of any judge, the clerk may adjourn the court from day to day. If, during a term, after a quorum has assembled, less than that number attend on any day, any judge attending may adjourn the

unless otherwise ordered, any adjournment shall be held to have been made to the first day of the next stated session." In the *Third Circuit:* "The terms of this court shall commence and be held on the first Tuesday in March, and the first Tuesday in October, at the city of Philadelphia." In the *Fourth Circuit:* "1. There shall be held in the city of Richmond, Virginia, three regular terms of this court; one on the first Tuesday of February, one on the first Tuesday of May, and one on the first Tuesday of November, in each year. 2. Special sessions of this court shall be held at Richmond, Virginia, on the second Tuesday of every month of the year, except in those months in which regular terms of the court are held. During said sessions such orders, judgments or decrees as may be necessary concerning pending cases may be considered and disposed of, opinions in cases theretofore argued may be filed and decrees and judgments relating thereto entered, mandates issued, and any such further action taken as is authorized by the statute in such case made and provided. 3. If at any such special session no judge shall be in attendance, the clerk shall adjourn the court until the next day, or to such time as the senior Circuit Judge shall direct, and then in case no direction be made, to the next session or term of the court." 193 Fed. v.

In the *Sixth Circuit:* "One term of this court shall be held annually on the Tuesday after the first Monday of October, and adjourned sessions on the Tuesday after the first Monday of each month in the year except August and September. At the July session no causes will be heard, except upon special order of the court. All sessions shall be held at Cincinnati unless otherwise specially ordered by the court." 202 Fed. v. In the *Seventh Circuit:* "A term of this court shall be held annually, at the city of Chicago, on the first Monday in October, and continue until the first Monday in October of the succeeding year. Every term shall be adjourned to such times and places as the court may from time to time designate, unless otherwise specially ordered. The court will hold three sessions for the hearing of causes during each term, beginning on the first Monday in October, the first Monday in January and the first Monday in May, respectively." In the *Eighth Circuit:* "2. Cases from Minnesota, North Dakota, South Dakota, Nebraska, Iowa, Kansas, Missouri, Arkansas and Oklahoma in which transcripts to be printed under the supervision of the clerk of this court are filed, or transcripts printed before certification by the clerk of the lower court and proof by affidavit or admission that three copies of the printed transcripts have been served on the defendants in error or appellees, or their counsel, are filed on or before the 1st day of April, and cases from Colorado, Utah, Wyoming and New Mexico in which transcripts to be printed under the supervision of the clerk of this court are filed, or transcripts printed before certification by the clerk of the lower court and proof by affidavit or admission that three copies of the printed transcripts have been served on the defendants in error or appellees, or their counsel, and stipulations of the parties for their hearing at the May term in St. Paul are filed on or before the 1st day of April, and those only, will be heard at the thereof.

court from day to day until there is a quorum or may adjourn without day.[6]

2. Any judge attending when less than a quorum is present may make all necessary orders touching any suit, proceeding, or process depending in or returned to the court, preparatory to hearing, trial, or decision

5. CLERK.

1. The clerk's office shall be kept at the place designated in the act creating the court at which a term shall be held annually.[7]

succeeding May term of the court in St. Paul. 3. Cases from Colorado, Wyoming, Utah and New Mexico in which transcripts to be printed under the supervision of the clerk of this court are filed, or transcripts printed before certification by the clerk of the lower court and proof by affidavit or admission that three copies of the printed transcripts have been served on the defendants in error or appellees, or their counsel, are filed on or before the 1st day of July and cases from the remainder of the circuit in which transcripts to be printed under the supervision of the clerk of this court are filed, or transcripts printed before certification by the clerk of the lower court and proof by affidavit or admission that three copies of the printed transcripts have been served on the defendants in error or appellees, or their counsel, and stipulations of the parties for their hearing at the September term in Denver are filed on or before the 1st day of July, and those only, will be heard at the succeeding September term in Denver. 4. Cases from Minnesota, North Dakota, South Dakota, Nebraska, Iowa, Kansas, Missouri, Arkansas and Oklahoma in which transcripts to be printed under the supervision of the clerk of this court are filed, or transcripts printed before certification by the clerk of the lower court and proof by affidavit or admission that three copies of the printed transcripts have been served on the defendants in error or appellees, or their counsel, are filed on or before the 1st day of October, and cases from Colorado, Wyoming, Utah and New Mexico in which transcripts to be printed under the supervision of the clerk of this court are filed, or transcripts printed before certification by the clerk of the lower court and proof by affidavit or admission that three copies of the printed transcripts have been served on the defendants in error or appellees, or their counsel, and stipulations of the parties for their hearing at the December term in St. Louis are filed on or before the 1st day of October, and those only, will be heard at the succeeding December term in St. Louis." 188 Fed. vi, vii.

[6] In the *First Circuit*, the clause one of this rule reads as follows: "In the absence of a quorum on any day appointed for holding a term, or on any day to which the court is adjourned, any judge who attends shall adjourn the court from day to day; or, if no judge is present, the clerk shall so adjourn; and, in the absence of all the judges and the clerk, the marshal or his deputy shall so adjourn. But the court may, from time to time, as provided in Rule 3, enter orders directing an adjournment, or adjournments, for longer periods than from day to day, or *sine die*." In the *Fourth Circuit*, in subdivision 1 of this rule the words "or from place to place," are inserted after the words "from time to time." 193 Fed. vi. In the *Sixth Circuit*, the words "from time to time" are inserted in place of the words "from day to day." 202 Fed. vi. The following is also added to this subdivision: "or, in the absence of any judge, the clerk may adjourn court for successive intervals of one week until a judge attends." 202 Fed. vi. Subdivision 2 of this rule is omitted. 202 Fed. vi. In the *Seventh Circuit* clause one reads: "If, at any term or session," etc. . . . "If, during a term or session," etc.; and in the *Ninth Circuit*: "If at any term or session," etc.

[7] In the *Fourth Circuit*, subdivision 1 of rule 5 reads: "The clerk's office

2. The clerk shall not practice, either as attorney or counsellor, in this court or in any other court, while he shall continue to be clerk of this court.[8]

3. He shall, before he enters on the execution of his office, take an oath in the form prescribed by section 794 of the Revised Statutes, and shall give bond in a sum to be fixed,[9] and with sureties to be approved, by the court, faithfully to discharge the duties of his office and seasonably to record the decrees, judgments, and determinations of the court, and the bond shall be deposited for safe-keeping as the court may direct.

4. He shall not permit any original record or paper to be taken from the court-room or from the office without an order from the court.[10]

6. MARSHAL, CRIER, AND OTHER OFFICERS.[11]

1. Every marshal and deputy-marshal shall, before he enters on the

shall be kept at Richmond, Virginia." 193 Fed. vi.; in the *Fifth Circuit,* subdivision 1 of rule 5 reads: "The clerk's office shall be kept in the city of New Orleans;" in the *Sixth Circuit,* "The clerk's office shall be kept at Cincinnati." 202 Fed. vi; in the *Seventh Circuit:* "The clerk's office shall be kept at Chicago;" in the *Ninth Circuit:* "The clerk's office shall be kept at San Francisco, California."

[8] In the *Sixth Circuit,* subdivision 2, the words "while he shall continue to be clerk of this court" are omitted. 202 Fed. vi.

[9] In the *Fifth Circuit,* "in the sum of ten thousand dollars ($10,000)."

[10] In the *Sixth Circuit,* the following is added to subdivision 4 of this rule: "or a judge thereof." 202 Fed. vi. In the *Seventh Circuit* the following is added to this rule: "5. All fees collected by the clerk which are not properly taxable as costs in any case and which are not by law required to be by him deposited in the treasury of the United States, shall constitute a fund to be expended by the clerk under the direction of the court in the purchase of law books for the library of the court. 6. The clerk shall keep an accurate and itemized account of all moneys received by him officially, including costs and fees in cases in the court and fees and moneys collected on any account whatever, and shall deposit the same as received daily to his credit as clerk and separately from all individual accounts in a national bank designated by the senior judge; and at the end of each month and whenever required by the court or senior judge shall submit to the senior judge a detailed report showing by items all moneys received and all paid out during the month and the total balance on hand from each and all sources of receipt. Each report shall be accompanied by a statement over the signature of the cashier or other officer of the bank in which the deposit is kept of the amount in the bank to the credit of the clerk at the close of the last day included in the report." 91 Fed. iv.

[11] In the *First Circuit* this rule was amended so as to read: "The marshal shall be in attendance during the sessions of the court, with such number of bailiffs, messengers, and other officers as the court may from time to time order." In the *Fourth Circuit* the first subdivision is omitted. 193 Fed. vi.; in the *Sixth Circuit,* the first subdivision of this rule is divided into two subdivisions as follows: "1. The crier and bailiffs of the District Court of any district where this court may be in session, are hereby authorized to act also during such session as crier and bailiffs of this court. 2. A crier or bailiff specially appointed for this court shall, before he enters on his duties, take an oath in the form prescribed by section 782 of the Revised Statutes." 202 Fed. vi; in the *Seventh Circuit:* "The crier and bailiffs of the court, before entering upon their duties, shall take an oath in the form prescribed by section 782 of the Revised Statutes;" in the *Eighth and Ninth Circuits* the first subdivision is omitted. 90 Fed. lii-cxxxv.

duties of his appointment, take an oath in the form prescribed by section 782 of the Revised Statutes, and the marshal shall before he enters on the duties of his office, give bond in a sum to be fixed,[12] and with sureties to be approved, by the court, for the faithful performance of said duties by himself and his deputies. Said bond shall be filed and recorded in the office of the clerk of the court.

2. The marshal and crier shall be in attendance during the sessions of the court, with such number of bailiffs and messengers as the court may, from time to time, order.[13]

7. ATTORNEYS AND COUNSELORS.[14]

All attorneys and counsellors admitted to practice in the Supreme

[12] In the *Fifth Circuit* the sum is fixed at $10,000. 60 Fed. lxxxiv.

[13] In the *Eighth Circuit* this subdivision reads: "1. The marshal of the district in which a term or session of the court is held and the crier shall be in attendance during the sessions of the court, with such number of bailiffs and messengers as the court may, from time to time, order." 188 Fed. viii.

[14] In the *Fifth Circuit* this rule reads as follows: "All attorneys and counsellors admitted to practice in the Supreme Court of the United States, or any Circuit Court of the United States, upon filing certificate of such admission with the clerk of this court, and upon taking an oath or affirmation in the following form, viz.: 'I, ——— ———, do solemnly swear (or affirm) that I will demean myself as an attorney and counsellor of this court uprightly, and according to law, and that I will support the Constitution of the United States' (a copy of which shall be filed with the clerk), shall become attorneys and counsellors of this court; provided, however, that any attorney or counsellor eligible to admission as an attorney and counsellor of this court may be admitted to practice, on motion in open court, upon taking the oath or affirmation as prescribed and subscribing the roll." 50 Fed. lxxviii. In the *Sixth Circuit:* "An attorney and counsellor admitted to practice and in good standing in the Supreme Court or in a District Court of the United States, or in the court of last resort in the state of his residence, may become attorney and counsellor in this court on taking an oath or affirmation as prescribed by rule 2 of the Supreme Court of the United States, and upon subscribing the roll. The fee for such admission shall be $10.00. Every person taking the oath and paying such fee shall be entitled to a certificate of his admission, signed by the clerk." 202 Fed. vi, vii. In the *Seventh Circuit:* "All attorneys and counsellors, admitted to practice in the Supreme Court of the United States or in any Circuit Court of the United States, or in the Supreme Court of a State in this circuit, may become attorneys and counsellors in this court on taking an oath or affirmation in the form prescribed by Rule 2 of the Supreme Court of the United States (3 Sup. Ct. v.), and on subscribing the roll." 91 Fed. v. In the *Eighth Circuit* this rule reads as follows: "1. All attorneys and counsellors admitted to practice in the Supreme Court of the United States, or in any Circuit Court or District Court of the United States, or in the Supreme Court of any State in this circuit may, upon motion of some member of the bar of this court, be admitted as attorneys and counsellors in this court on taking an oath or affirmation in the form prescribed by Rule 2 of the Supreme Court of the United States, and on subscribing the roll; but no fee shall be charged therefor. 2. And any attorney and counsellor admitted to practice in the Supreme Court of United States or in the Supreme Court of any State or in the District or Circuit Courts of the United States for this circuit, may be admitted by order of this court to practice and may be enrolled as an attorney and counsellor of this court, thirty days after he furnishes to the clerk of this court a certificate of a clerk or judge of any one of the courts named that the applicant is an attorney of any one of said courts; and upon

Court of the United States, or in any Circuit Court[15] of the United States, shall become attorneys and counsellors in this court on taking an oath or affirmation in the form prescribed by Rule 2 of the Supreme Court of the United States, and on subscribing the roll; but no fee shall be charged therefor.[16]

8. PRACTICE.

The practice shall be the same as in the Supreme Court of the United States, as far as the same shall be applicable.

9. PROCESS.

All process of this court shall be in the name of the President of the United States, and shall be in like form and tested in the same manner as process of the Supreme Court.[17]

10. BILL OF EXCEPTIONS.

The judges of the Circuit and District Courts shall not allow any bill of exceptions which shall contain the charge of the court at large to the jury

subscribing and forwarding to the clerk the following oath: 'I do solemnly swear (or affirm) that I will demean myself as an attorney and counsellor of the Circuit Court of Appeals for the Eighth Circuit, uprightly and according to law; and that I will support the Constitution of the United States. So help me God.'" 188 Fed. viii. In the *Ninth Circuit*, Rule 7 reads as follows: "All attorneys admitted to practice in the Supreme Court of the United States, or in any Circuit Court of the Ninth Circuit, shall be deemed attorneys of the Circuit Court of Appeals for the Ninth Circuit; but such attorneys, on or before their first appearance in open court in said court, shall take an oath or affirmation, in the form prescribed by Rule 2 of the Supreme Court of the United States, and subscribe the roll of attorneys. All other persons who have been admitted to practice in the highest court of any State or Territory, upon presenting satisfactory evidence of good moral character and fair professional standing, may be admitted to practice in said court, upon taking the oath so prescribed, and subscribing the roll of attorneys."

[15] In the *Second Circuit*, add the words "or District" after the word "Circuit." In the *Fourth Circuit*, the words "District Court" are inserted in place of the words "Circuit Court." 193 Fed. vi.

[16] In the *Third Circuit* the following clause is added to the rule: "And all attorneys and counsellors of the Circuit Court of the United States for the Third Circuit shall be attorneys and counsellors of this court without taking any further oath." In the *Fourth Circuit*, the words "and paying to the clerk a fee of $5" are inserted in place of the words "but no fee shall be charged therefor." 193 Fed. vi.

[17] In the *Sixth Circuit*, this rule is included in rule 8, as subdivision 2. 118 C. C. A. ix. And rule 9 is as follows: "9. *Service of papers.* 1. Copies of all papers or proceedings filed by any party in any cause shall, at or before the time of filing, be served upon counsel representing each adverse interest, and proof or acknowledgment of such service shall be endorsed upon each paper filed. The clerk may insist upon such proof as a prerequisite to filing, or may file and require the prompt furnishing of such proof, as he may in each case think proper. 2. Service may be personal or by mail. If personal, it shall consist of delivery at his office to counsel or to a clerk therein. If by mail, it shall consist in depositing the case in the post-office with postage paid, addressed to the counsel at his post-office address, which address shall include

in trials at common law upon any general exception to the whole of such charge. But the party excepting shall be required to state distinctly the several matters of law in such charge to which he excepts; and those matters of law, and those only, shall be inserted in the bill of exceptions, and allowed by the court.[18]

11. ASSIGNMENT OF ERRORS.

The plaintiff in error or appellant shall file with the clerk of the court below, with[19] his petition for the writ of error or appeal, an assignment of errors, which shall set out separately and particularly each error asserted and intended to be urged. No writ of error or appeal shall be allowed until such assignment of errors shall have been filed. When the error alleged is to the admission or to the rejection of evidence, the assignment of errors shall quote the full substance of the evidence[20] admitted or rejected. When the error alleged is to the charge of the court, the assignment of errors shall set out the part referred to *totidem verbis*, whether it be in instructions given or in instructions refused. Such assignment of errors shall form part of the transcript of the record, and be printed with it.[21] When

his street and number, unless the same are unknown. Each proof of service shall show a full compliance with this rule." 202 Fed. vii.

[18] In the *Second Circuit* this rule reads as follows: "The judges of the District Court shall not allow any bill of exceptions unless the same contain the whole charge of the court to the jury. No general exception to the whole of such charge shall be allowed, but the party excepting shall be required to state distinctly the several matters of law in such charge to which he excepts." In the *Fourth Circuit*, the words "Circuit and," in the first line of this rule, are omitted, and the following subdivision is added to the end of this rule: "2. Only so much of the evidence shall be embraced in a bill of exceptions as may be necessary to present clearly the questions of law involved in the rulings to which exceptions are reserved, and such evidence as is embraced therein shall be set forth in condensed and narrative form, save as a proper understanding of the questions presented may require that parts of it be set forth otherwise." 193 Fed. vii. In the *Sixth Circuit*, rule 10 is as follows: "1. The assignments of error required by rule 11 shall be filed at or before the settling of the bill of exceptions. The evidence in a bill of exceptions shall not be set forth in full, but shall be stated in simple and condensed form, all parts not essential to the decision of some one of the questions presented by the assignments of error being omitted, and the testimony of witnesses being stated only in narrative form, save that, if either party desires it and the judge so directs, any part of the testimony shall be reproduced in the exact words of the witness. 2. No general exception to the whole of any charge to a jury on trials at law shall be allowed in any bill of exceptions. Exceptions to a charge, in order to be allowed in a bill of exceptions, must be taken before the jury retires and must state distinctly the several matters of law to which exception is taken. In cases where exception is taken to part of a charge, and such exception may be affected by other parts or by the charge as a whole, the entire charge shall be included in the bill of exceptions." 202 Fed. vii.

[19] In the *Sixth Circuit*, the following change occurs in this rule: The words, "The appellant shall file with the clerk of the District Court at or before the time of filing," are inserted in place of the words, "The plaintiff in error or appellant shall file with the clerk of the court below, with." 202 Fed. viii.

[20] In the *Sixth Circuit*, the words "of the evidence" are omitted. 202 Fed. viii.

[21] In the *Sixth Circuit*, this sentence is omitted. 202 Fed. viii.

this is not done, counsel will not be heard, except at the request of the court; and errors not assigned according to this rule will be disregarded, but the court, at its option, may notice a plain error not assigned.

12. OBJECTIONS TO EVIDENCE IN THE RECORD.

In all cases of equity or admiralty jurisdiction, heard in this court, no objection shall be allowed to be taken to the admissibility of any deposition, deed, grant, exhibit, or translation, found in the record as evidence, unless[22] objection was taken thereto in the court below and entered of record;[23] but the same shall otherwise be deemed to have been admitted by consent.

13. SUPERSEDEAS AND COST BONDS.[24]

1. *Supersedeas* bonds in the Circuit and [25] District Courts must be taken, with good and sufficient security, that the plaintiff in error or appellant shall prosecute his writ or appeal to effect, and answer all damages and costs if he fail to make his plea good. Such indemnity, where the judg-

[22] In the *Sixth Circuit*, the words "the record shows that" are inserted after the words "unless." 202 Fed. viii.

[23] In the *Sixth Circuit*, the words "brought to the attention of the trial judge on the submission of the cause" are inserted in place of the words "entered of record." 202 Fed. viii.

[24] In the *Sixth Circuit*, this rule is divided into two rules, namely, rules 13 and 14, which are as follows: "13. *Allowance of writ of error or appeal*—1. An appeal from or writ of error to a District Court in the cases provided for in sections 128, 129 and 130 of the Judicial Code approved March 3, 1911, may be allowed in term time or in vacation by the Circuit Justice, wherever acting, or by any Circuit Judge acting within the circuit, or by any District Judge acting within the district where the case was heard and authorized to hold court in that district; and the proper security may be taken and the citation be signed by him and he may also grant a supersedeas and stay of execution or of proceedings pending such writ of error or appeal." 202 Fed viii. "14. *Supersedeas and cost bonds*—1. Upon the allowance of any appeal to, or writ of error from, this court (except when allowed to a party proceeding in forma pauperis, or in other case where, by statute, no bond is required), the court or judge allowing shall take and approve a bond with good and sufficient security that the appellant shall prosecute his writ or appeal to effect, and answer all costs if he fail to make his plea good. 2. If the appeal or writ of error is to operate as a supersedeas, the court or judge shall, in the allowance, order that it have such effect upon the filing of the required bond, and in such case, the bond shall be conditioned to answer all damages and costs. Such indemnity, where the judgment or decree is for the recovery of money not otherwise secured, must be for the whole amount of the judgment or decree, including just damages for delay, and costs and interest on the appeal; but in all suits where the property in controversy necessarily follows the suit, as in real actions and replevin, and in suits on mortgages, or where the property is in the custody of the marshal under admiralty process, or "where the proceeds thereof, or a bond for the value thereof, are in the custody of the court, indemnity will be required only in an amount sufficient to secure the sum recovered for the use and detention of the property, and the costs of the suit and just damages for delay, and costs and interest on the appeal." 202 Fed. viii, ix.

[25] In the *Second and Fourth* (193 Fed. viii), *Circuits* the words "Circuit and" are omitted in subdivision 1.

ment or decree is for the recovery of money not otherwise secured, must be for the whole amount of the judgment or decree, including just damages for delay, and costs and interest on the appeal; but, in all suits where the property in controversy necessarily follows the suit, as in real actions and replevin, and in suits on mortgages, or where the property is in the custody of the marshal under admiralty process, or where the proceeds thereof, or a bond for the value thereof, is in the custody of the court, indemnity in all such cases will be required only in an amount sufficient to secure the sum recovered for the use and detention of the property, and the costs of the suit and just damages for delay, and costs and interest on the appeal.

2. On all appeals from any interlocutory order or decree granting or continuing an injunction in a Circuit or District Court, the appellant shall, at the time of the allowance of said appeal, file with the clerk of such Circuit or District Court a bond to the opposite party, in such sum as such court shall direct, to answer all costs if he shall fail to sustain his appeal.[26]

14. WRITS OF ERROR, APPEALS, RETURN, AND RECORD.[27]

1. The clerk of the court to which any writ of error may be directed[28]

[26] In the *First Circuit* the second subdivision of this rule reads as follows: "On an appeal from an interlocutory order or decree, the appellant shall, at the time of the allowance thereof, file a bond to the adverse party in such sum as the judge who allowed the appeal shall direct, to answer all costs if he shall fail to sustain his appeal." In the *Second Circuit* amend par. 2 so as to read: "On all appeals from any interlocutory order or decree, taken under the provisions of section 129 of the act to codify, revise and amend the laws relating to the judiciary, the appellant shall, at the time of the allowance of said appeal, file with the clerk of the District Court a bond to the opposite party in such sum as such court shall direct, to answer all costs if he shall fail to sustain his appeal." In the *Fourth Circuit,* subdivision 2 reads as follows: "2. On all appeals under section 129 of the Judicial Code, the appellant shall at the time of the allowance of said appeal, if required by the judge of the court below, file with the clerk of such court a bond to the opposite party in such sum as such judge shall direct, for all costs and damages, or simply for all costs, as the said judge shall determine, if he shall fail to sustain his appeal." 193 Fed. viii. In the *Eighth Circuit* this subdivision reads as follows: "On all appeals from any interlocutory order or decree of a district court, or a judge thereof, granting, continuing, refusing, dissolving or refusing to dissolve an injunction or appointing a receiver, the appellant shall, at the time of the allowance of said appeal, file with the clerk of such district court a bond to the opposite party in such sum as such court shall direct, to answer all costs if he shall fail to sustain his appeal. ('The Judicial Code,' section 128, Act of March 3, 1911.)" 188 Fed. x.

[27] In the *First Circuit* the following additions were made to this rule: *First.* To the sixth paragraph of Rule 14 is added: "The testimony in such a record shall embrace the *viva voce* proof in the District Court, if the same, or the substance thereof, has been reduced to writing with the approval of its judge. The reasonable cost of so reducing the same to writing may be taxed as a part of the costs of the record, except so far as allowed as costs in the District Court." *Second.* New paragraphs are added to Rule 14 as follows:

[28] In the *Third Circuit,* after the word "directed," the following words are inserted: "Upon being paid or tendered his fees therefor."

shall make a return of the same by transmitting a true copy of the record, bill of exceptions, assignment of errors, and all proceedings in the case, under his hand and the seal of the court.[29]

"7. Further proof in instance causes in admiralty shall include only that which could not with diligence have been had at the trial below, or which was there rejected, or was omitted through misapprehension, provided the evidence be accompanied with a certificate of counsel showing reasonable excuse for the misapprehension. Except by order of the court first obtained, merely cumulative proofs shall not be so taken; but for this purpose the evidence of witnesses who had different duties, interests, or opportunities of observation, will not ordinarily be held cumulative in cases of collision or other maritime tort. 8. Such further proof may be taken after the appeal is allowed, in the manner provided by law for depositions *de bene esse*, or by an examiner appointed by any circuit or district judge, or selected by the parties, or upon interrogatories and commissions as provided in Rule 13 of the Circuit Courts of this circuit, *mutatis mutandis*. It must be taken and filed forthwith after it is obtainable, but it cannot, except by order of the court, be taken or filed within thirty days before any session at which the cause may be heard, nor thereafterwards until the cause has been postponed to the next term or session. 9. Objections to further proof shall be filed with the magistrate and returned with the evidence. Within seven days after the evidence is taken, the party so objecting may file in print a motion to suppress the same, with a copy of the objections and a brief. The other party may within seven days thereafter file in print a counter-statement and brief. The objections and counter-statement, so far as they contain matters of fact *dehors* the record, shall be verified by affidavit. The court will consider the objections in advance of the trial, or in connection therewith, as it may in each case determine, and without oral argument, and will order suppressed evidence not rightfully taken. The party taking the evidence so suppressed shall pay the costs arising therefrom, including the printing thereof. 10. Nothing herein shall exclude applications for leave to take further proof, or objections thereto, in advance of the taking thereof, or objections touching the formalities of taking it; but the latter must be brought to the attention of the court forthwith after the evidence is filed." 150 Fed. xi. In the *Second Circuit* strike out the words "Circuit and" and "Circuit or" wherever they occur in this rule. In the *Fourth Circuit*, rule 14 is as follows: "1. The clerk of the court to which any writ of error may be directed shall (except as otherwise provided by rule 23) make return of the same, by certifying under his hand and the seal of said court, in accordance with the act of Congress of February 13, 1911 (36 Stat. at Large, 901), and transmitting to the clerk of this court one of the printed transcripts of the record provided for by said act. In all cases of appeal and also in all cases of petition for revision in bankruptcy said clerk shall likewise certify, seal and transmit a copy of the printed transcript of the record to the clerk of this court. 2. In every printed transcript of the record the order of the parts thereof shall substantially follow the order in which the same were filed, entered or made, and shall contain a copy of such opinion or opinions of the trial judge as may have been filed. It shall be suitably indexed, and where any deposition or report of evidence requires more than one printed page the name of the deponent or witness shall be printed at the top of each page. And the foregoing shall, so far as may be applicable, apply to the printed addenda to records hereinafter

[29] In the *Seventh Circuit:* "1. The clerk of the court to which any writ of error may be directed, shall make a return of the same by transmitting a true copy of the record, bill of exceptions, assignment of errors, and all proceedings in the case necessary to the hearing in this court, under his hand and the seal of the court. The clerk may require of the appellant or plaintiff in error a written precipe stating in detail what the transcript shall contain, and when a precipe is filed shall insert a copy thereof in the transcript." In the *Ninth Circuit*, after the word "record," is added: "opinion or opinions of the court."

2. In all cases brought to this court by writ of error or appeal to review any judgment or decree, the clerk of the court by which such judgment or

provided for. 3. Except in cases where counsel shall agree by written and signed stipulation,—which shall be a part of the record,—as to what portions of the record and proofs of the case in the court below, shall be printed in the transcript of the record for use in this court, the trial judge shall have the power, upon application after reasonable notice to the opposing party or his counsel, to determine what shall be included in such transcript, and his determination shall be signed by him, and made part of the record; he shall include in such signed paper, such portions of the record and of the proofs as he may deem material for the proper disposition of the questions to be decided by this court, as also such parts as are specially required by these rules. But if any party desires printed any document or part of the record or proofs directed by the trial judge to be omitted, such party may print the same under separate cover and cause it to be certified and transmitted to this court as an addendum to the record. Such printing and certification shall be primarily at the cost of the party who requires it. The cover sheet of such addendum shall contain the title of the cause and shall plainly show that it is an addendum to the transcript and shall show at whose instance it was printed. 4. Whenever it shall be necessary or proper, in the opinion of this court or of the court below, that original papers of any kind should be inspected here, this court or the court below may make such rule or order for the safe-keeping, transporting and return of such original papers as to it may seem proper. 5. All appeals, writs of error, and citations must be made returnable not exceeding forty days from the day of signing the citation, whether the return day fall in vacation or in term time, and be served before the return day. 6. The transcript of the record in cases of admiralty and maritime jurisdiction shall include the matters which, by admiralty rule 52 of the Supreme Court, are required to be included therein. 7. No transcript of the record and proofs shall (unless it be specifically otherwise ordered by the trial judge) contain a copy of the petition for writ of error or petition for appeal, the order granting writ of error or appeal, the writ of error, the appeal bond, the citation, the return of service or waiver of service of citation. In lieu thereof the originals of said documents shall be certified to this court within forty days of the date of the citation (to be returned to the court below with the mandate of this court), and in said transcript there shall be inserted a memorandum stating the date of the petition for writ of error or for appeal, the date of the order granting writ of error or allowing appeal, the date of the writ of error and date when copy thereof or copy of order allowing appeal is lodged in the office of the clerk of the court below for adverse parties, the date, penalty, the names of the obligors, the condition (whether for payment of costs and damages or for costs alone) of the appeal bond, the date of the citation, and the date of the service thereof or of the waiver of service thereof. No general replication in equity shall be copied into the transcription of the record, but in lieu thereof there shall be inserted a memorandum showing the date of filing of such replication and by whom filed. When a case has by writ of error or appeal been brought to this court the second time there shall only be copied in the record the proceedings subsequent to the former writ of error or appeal. It shall be the duty of the trial judge in determining what shall constitute said transcript of the record, to direct the omission of all matter which in his judgment is unnecessary to the presentation of the issues to be passed upon by this court and especially to prevent unnecessary duplications in such transcript. And the clerk below shall not certify any transcript of the record and proofs unless it contains either the stipulation of counsel or the determination of the trial judge mentioned in section 3 of this rule. 8. Whenever the printed transcript of the record or any addendum thereto as certified by the clerk of the court below shall contain any corrections or insertions, it shall be the duty of the party filing the printed transcript or addendum in this court to correct all the copies of the same so as to correspond with the certified transcript or adden-

decree was rendered shall annex to and transmit with the record a copy of the opinion or opinions filed in the case.[30]

3. No case will be heard until a complete record, containing in itself,

dum." 193 Fed. viii-x. In the *Sixth Circuit*, this rule is numbered 15 and reads as follows: "15. *Records and returns on writs of error and appeals*—1. All appeals, writs of error and citations must be made returnable not exceeding thirty days from the day of allowing the appeal in open court or signing the citation, whether the return fall in vacation or in term time, and must be served before the return day. 2. The clerk of the District Court shall make return to any writ of error to, or appeal from, that court, by transmitting, certified under his hand and the seal of the court, a transcript of the record in the District Court, prepared as directed by other provisions of this rule. He shall make such return on or before the return day, unless the time therefor be extended as otherwise provided in these rules. 3. In all appeals, not in admiralty (and save in cases under general equity rule 77), the transcript—the contents of which are to be determined pursuant to clauses (a) and (c) of general equity rule 75—shall always include: (1) the statement of evidence; (2) the clerk's certificate showing what portions are included by request of each party; (3) any opinion or memorandum filed by the judge pertaining to the matter involved in the appeal; (4) the pleadings affecting the decree or order appealed from, and such order or decree; (5) all proceedings relating to the appeal and the security given thereon, together with a copy of the citation, if one there was, and the evidence of service; (6) in cases removed from the state court, the full transcript on removal; and (7) in bankruptcy, shall also contain the petition for adjudication and the order thereon. It shall omit: (1) all formal proceedings to bring into court parties who afterwards appear generally, unless such proceedings are involved in the desired review; and (2) all motions or petitions filed and all affidavits in connection therewith, and all orders made and proceedings had thereon, unless such matters are involved in the desired review. It shall carry, at the beginning of each paper, the name thereof, and the date when it was filed, omitting the title of the court and the cause and all formal endorsements. Orders and decrees shall carry a short, descriptive title with the date and entry and the name of the judge, but without other caption. Exhibits or documents shall not be duplicated, but a cross reference shall be made. 4. Upon writ of error from this court, the contents of the transcript shall be determined and the transcript made up in the same manner provided by clauses (a) and (c) of general equity rule 75 and clause 3 of this rule, both applied as near as may be to an action at law. Such transcript shall contain also a copy of the bill of exceptions, the assignments of error and the writ of error. 5. The original citation with proof of service and the original writ of error shall be filed with the clerk of the court below and be by him transmitted with the transcript to the clerk of this court. 6. Whenever it shall be necessary or proper, in the opinion of the District Judge, that original papers or exhibits of any kind shall be inspected in this court upon review, he may make such rule or order as to him may seem proper for the safe-keeping, transporting and return of such original papers and exhibits; and this court will receive and consider such originals in connection with the transcript. 7. The record, in cases of admiralty and maritime jurisdiction, shall be made up as provided in general admiralty rule 52. 8. On motion duly made, or on its own motion, this court will order portions to be stricken from the transcript, or additions to be made thereto by supplementary return, as may appar proper." 202 Fed. lx-xi.

[30] In the *Eighth Circuit* added to subdivision 2 the words: "(and in cases at law a complete copy of the charge of the court to the jury.)" In the *Ninth Circuit*, after the word "record," the subdivision reads as follows: "The original writ of error and citation, or citation issued in the cause, and a certificate under seal stating the cost of the record and by whom paid."

and not by reference, all the papers, exhibits, depositions, and other proceedings, which are necessary to the hearing in this court, shall be filed.[31]

4. Whenever it shall be necessary or proper, in the opinion of the presiding judge in any Circuit or District Court, that original papers of any kind should be inspected in this court upon writ of error or appeal, such presiding judge may make such rule or order for the safe keeping, transporting, and return of such original papers as to him may seem proper; and this court will receive and consider such original papers in connection with the transcript of the proceedings.

5. All appeals, writs of error, and citations must be made returnable not exceeding thirty days[32] from the day of signing the citation, whether the return-day fall in vacation or in term-time, and be served before the return-day.[33]

6. The record in cases of admiralty and maritime jurisdiction shall be made up as provided in general admiralty rule No. 52 of the Supreme Court.

[31] In the *Seventh Circuit* the subdivision 3 reads as follows: "No case will be heard until a complete record shall have been filed, containing in itself, and not by reference, all the papers, exhibits, depositions, and other proceedings necessary to the hearing in this court." In the *Eighth Circuit* this subdivision reads as follows: "No case will be heard until twenty-five copies of the printed transcript of the record, containing in themselves, and not by reference, all the papers, exhibits, depositions, sketches, drawing, photographs, maps, blue prints and other proceedings, which are necessary to the hearing in this court, printed title pages in the form prescribed in section five of rule 26, chronological printed indexes of each and every item of their contents specifying the pages where evidence, testimony and exhibits including those in the body of any pleading, order or bill of exceptions may be found and briefly naming or describing each exhibit in addition to its number together with a statement of the numbers, names and dates of issue of any patents, shall have been filed in this court." 188 Fed. x, xi.

[32] In the *Eighth Circuit* "sixty days." 188 Fed. xi.

[33] In the *Fifth Circuit* to the fifth subdivision these words are added: "Provided, however, that appeals taken from interlocutory decrees under the seventh section of the act entitled 'An act to establish Circuit Courts of Appeals and define and regulate in certain cases the jurisdiction of the courts of the United States and for other purposes,' approved March 3, 1891, and amendments thereto, shall be made returnable not exceeding ten days from the day of taking the same." In the *Seventh Circuit* this subdivision reads as follows: "All appeals, writs of error and citations must be made returnable not exceeding thirty days from the date on which the appeal is allowed, or the writ of error issued, whether the return fall in vacation or in term time, and be served before the return day. If a party be non-resident the citation and any other writ or notice necessary in the prosecution of the appeal or writ of error may be served upon such party's counsel or attorney of record, who for such purpose may not be discharged unless another resident be designated of record in the case upon whom service may be made." In the *Eighth Circuit:* "All appeals, writs of error, and citations must be made returnable not exceeding sixty days from the day of signing the citation, whether the return day fall in vacation or in term time, and be served before the return day."

15. TRANSLATIONS.[34]

Whenever any record[35] transmitted to this court upon a writ of error or appeal shall contain any document, paper, testimony, or other proceeding, in a foreign language, and the record does not also contain a translation of such document, paper, testimony, or other proceeding, made under the authority of the inferior court or admitted to be correct, the record shall not be printed; but the case shall be reported to this court by the clerk, and the court will thereupon remand it back to the inferior court,[36] in order that a translation may be there supplied and inserted in the record.

16. DOCKETING CASES.[37]

1. It shall be the duty of the plaintiff in error or appellant to docket the case, and file the record thereof with the clerk of this court, by or before the return-day, whether in vacation or in term-time. But, for

[34] In the *Fourth Circuit*, this rule is as follows: "Whenever any transcript of the record transmitted to this court shall contain any documents, papers, testimony or proceedings in a foreign language, and the transcript does not also contain a translation of the said documents, papers, testimony or proceedings made under the authority of the lower court, or admitted to be correct, the transcript of the record may be returned by this court to the lower court in order that a translation may there be supplied, printed and certified to this court." 193 Fed. x. In the *Sixth Circuit*, this rule is omitted.

[35] In the *Eighth Circuit*, the word "record" reads "transcript." 188 Fed. xi.

[36] In the *Eighth Circuit* the following words are inserted after the words "to the inferior court" and before the words in "order that": "and if the record is to be printed in the court below, it shall be reported to that court by its clerk." 188 Fed. xi.

[37] In the *First Circuit* this rule reads as follows: "1. The plaintiff in error or appellant shall docket the case, and file the record thereof, on or before the return day, whether in vacation or in term time. But, for good cause shown, the justice or judge who signed the citation, or any circuit or district judge, may enlarge the time, the order of enlargement to be filed in this court. 2. If the plaintiff in error or appellant shall fail to comply with this rule, the defendant in error or appellee may have the case docketed and dismissed whether in term time or vacation upon producing a certificate from the clerk of the court wherein the judgment or decree was rendered, stating the case, the return day of the citation, and that the writ of error or appeal was duly sued out or allowed. And the plaintiff in error or appellant shall not be entitled to docket the case, or file the record, after the same shall have been docketed or dismissed under this rule, unless by the order of the court after notice to the adverse party. But the defendant in error or appellee may, at his option docket the case and file the record; and, if the case is docketed and the record filed by the plaintiff in error or appellant within the time prescribed by this rule, or by the defendant in error or appellee at any time thereafter, the case shall stand for argument. 3. On the filing of the record, the appearance of the counsel for the party docketing the case shall be entered." In the *Fourth Circuit*, this rule reads as follows: "1. Except as otherwise provided by rule 23, it shall be the duty of the appellant, plaintiff in error, or petitioner for revision in bankruptcy to cause to be printed and suitably indexed the transcript of the record (as well as any addendum to the record required by such party) and to deliver the same to the clerk or deputy clerk of the court below for certification, sealing and transmission to this court within forty days from the date of the citation or the filing of the petition for revision; and also on

good cause shown, the justice or judge who signed the citation, or [38] any judge of this court, may enlarge the time by or before its expiration, the order of enlargement to be filed with the clerk of this court. If the plaintiff in error or appellant shall fail to comply with this rule, the defendant in error or appellee may have the cause docketed and dismissed, upon producing a certificate, whether in term-time or vacation, from the clerk of the court wherein the judgment or decree was rendered, stating the case, and certifying that such writ of error or appeal has been duly sued out or allowed. And in no case shall the plaintiff in error or appellant be entitled to docket the case and file the record after the same shall have been docketed and dismissed under this rule, unless by order of the court.

2. But the defendant in error or appellee may, at his option, docket the case and file a copy of the record with the clerk of this court; and,

or before the expiration of the said forty days to file with the clerk of this court at least twenty-four printed copies of the said transcript and addendum above mentioned, if any. He shall also at the same time furnish to the adverse party at least three copies of the printed transcript of the record, including any addendum thereto printed at his instance. It shall also be the duty of appellant, plaintiff in error or petitioner for revision to docket the cause in this court on or before the return day, whether in term time or vacation. In case any appellee or defendant in error shall have required an addendum to the transcript of record, it shall be the duty of such party to file in the office of the clerk of this court, on or before the said return day, at least twenty-four printed copies of such addendum as well as one additional copy thereof, which shall have been duly certified by the clerk of the court below; and such party shall at the same time furnish to the adverse party at least three copies of said printed addendum. The time within which any of the acts in this service above mentioned are required to be done may for good cause shown be enlarged by the justice or judge who signed the citation or any judge of this court, provided the order of enlargement be made prior to the expiration of such time; such order to be filed with the clerk of this court. 2. If the plaintiff in error or appellant shall fail to comply with this rule, the defendant in error or appellee may have the cause docketed and dismissed upon producing a certificate from the clerk of the court wherein the judgment or decree was rendered, stating the case and certifying that such writ of error or appeal has been duly sued out or allowed. And in no case shall the plaintiff in error or appellant be entitled to docket the case and file the transcript of the record after the same shall have been docketed and dismissed under this rule, unless by order of the court. 3. But the defendant in error or appellee may, at his option, docket the case and file a copy of the record with the clerk of this court; and if the case is docketed and a copy of the record filed with the clerk of this court by the plaintiff in error or appellant within the period of time above limited and prescribed by this rule, or by the defendant in error or appellee at any time thereafter, the case shall stand for argument at the term. 4. Upon the filing of the transcript of the record in any case brought up by writ of error or appeal, "the appearance of counsel for the party docketing the cause shall be entered by the clerk of this court as of course. 5. Defendants in error, or appellees, are required, at the time of entering their appearance by attorney, to make a deposit of $20.00, for account of costs to be incurred by them in this court. In case of affirmance, or dismissal, when all costs shall have been paid by the plaintiff in error, or appellant, the said deposit will be returned. This is applicable to all cases except when the United States is defendant in error or appellee." 193 Fed. x. In the *Sixth Circuit,* this rule is omitted.

[38] In the *Fifth Circuit* the words, "the justice or judge who signed the citation, or" are stricken out.

if the case is docketed and a copy of the record filed with the clerk of this court by the plaintiff in error or appellant within the period of time above limited and prescribed by this rule, or by the defendant in error or appellee at any time thereafter, the case shall stand for argument at the term.

3. Upon the filing of the transcript of a record brought up by writ of error or appeal, the appearance of the counsel for the party docketing the case shall be entered.[39]

17. DOCKET.[40]

The clerk shall enter upon a docket all cases brought to and pending in the court in their proper chronological order, and such docket shall be called at every term, or adjourned term;[41] and if a case is called for hear-

[39] In the *Fifth Circuit* the following paragraph is added: "4. In all cases the plaintiff in error or appellant, on docketing a case and filing the record, shall enter into an undertaking to the clerk, with surety to his satisfaction for the payment of his fees, or otherwise satisfy him in that behalf." In the *Eighth Circuit* the following is added: "Note—A deposit of thirty-five dollars to secure clerk's costs is required before the record in a cause is filed and docketed." 188 Fed. xii.

[40] In the *First Circuit* this rule reads as follows: "1. The clerk shall enter and number on the docket all cases consecutively, in their proper chronological order. 2. He shall print at least twenty days before the first Tuesday of October and of January, and the second Tuesday of April, a calendar of all the pending cases, arranged by districts in the following order: Maine, New Hampshire, Rhode Island, Massachusetts." In the *Third Circuit* the following is added: "In making up the docket for argument for the term cases continued at former terms and all remanets shall be placed at the head of the argument list in the order with respect to each other in which they stood on the docket at the last preceding term." 100 Fed. iii. In the *Fourth Circuit*, this rule reads as follows: "1. The clerk shall enter upon a docket all cases brought to and pending in the court in their proper chronological order. 2. All cases in which copies of the printed record are delivered to the adverse party or his counsel at least twenty days before any regular term or adjourned term shall stand for argument at the term holden next after the docketing of the case. 3. The clerk before each regular term shall print a docket containing all pending cases and such docket shall be called at every term or adjourned term. If a case is called for hearing at two terms successively, and upon the call at second term neither party is prepared to argue it, it will be dismissed at the cost of the plaintiff in error, appellant or petitioner for revision, unless sufficient cause is shown for further postponement. 4. By consent of counsel in writing filed with the clerk of this court, any cases not included in section 2 of this rule may be by the clerk placed at the foot of the argument docket and may be argued at any term or adjourned term, provided the briefs on both sides are filed before the case is called." 193 Fed. xi. In the *Sixth Circuit*, this rule is included in the first five subdivisions of rule 18 and reads as follows: "1. The clerk shall enter upon the docket in their proper chronological order all cases brought to or in this court. 2. The appellant shall docket the case and file the record thereof with the clerk of this court by or before the return day, another in vacation or in term time, and at the time of filing the record, the appellant shall deposit with the clerk the sum of thirty-five dollars as security for costs, except in cases in which the proper showing is made and an order of this court is entered thereon allowing the cause to proceed in forma pauperis, and except in the cases where, by statute, advance payment of costs is not required. For good cause shown, the justice or judge who signed the citation, or any judge of this court, may enlarge the time for return at or before its expiration, the order of enlargement to be returned with the record

ing at two terms successively, and upon the call at the second term neither party is prepared to argue it, it will be dismissed at the cost of the plaintiff in error or appellant, unless sufficient cause is shown for further postponement.

18. CERTIORARI.

No *certiorari* for diminution of the record will be hereafter[42] awarded in any case, unless a motion therefor shall be made in writing, and the facts on which the same is founded shall, if not admitted by the other party, be verified by affidavit. And all[43] motions for such *certiorari* must be made at the first term of the entry of the case; otherwise the same will not be granted, unless upon special cause shown to the court, accounting satisfactorily for the delay.

19. DEATH OF A PARTY.[44]

1. Whenever, pending a writ of error or appeal in this court, either party shall die, the proper representatives in the personalty or realty of

and filed with the clerk of this court. If the appellant fail to comply with this rule, the appellee may have the cause docketed and dismissed, upon producing a certificate from the clerk of the court wherein the said judgment or decree was rendered, stating the case and certifying that such writ of error or appeal has been duly sued out or allowed. In no case shall the appellant be entitled to docket the case and file the record after the same shall have been docketed and dismissed under this rule, unless by order of the court. 3. The appellee may, at his option, docket the case and file a copy of the record with the clerk of this court; and if the case is docketed and a copy of the record filed with the clerk of this court by the appellant within the period of time above limited and prescribed by this rule, or by the appellee at any time thereafter, the case shall stand for argument. 4. The appearance of the counsel docketing the case shall thereupon be entered upon the docket. 5. All subsequent papers filed, orders made and proceedings had, shall be noted upon the docket." 202 Fed. xii, xiii. In the *Seventh Circuit* this rule reads: "The clerk shall prepare calendars of causes for the regular terms of this court, to be held on the first Tuesday of October in each year, and for each adjourned session, placing thereon in proper chronological order only cases in which, the record having been printed, briefs upon both sides have been filed seven days before the beginning of the term or session." In the *Ninth Circuit* as follows: "The clerk shall, upon payment to him by the appellant or plaintiff in error of a deposit of twenty-five dollars in each case, file the record and enter upon a docket all cases brought to and pending in the court in their proper chronological order."

[41] In the *Eighth Circuit* the following words are inserted after the words "adjourned term" and before the words "and if a case": "except cases from the districts of Colorado, Utah, Wyoming and New Mexico which cases shall only be called at the September term unless counsel otherwise stipulate as provided in rule 3." 188 Fed. xii.

[42] In the *Eighth Circuit*, the word "hereafter" is omitted.

[43] In the *Seventh Circuit*, the word "any" is used in place of "all."

[44] In the *Sixth Circuit*, this rule is numbered 16 and reads as follows: "1. Whenever a party to a case pending in this court shall die, the personal representative may suggest the death upon the record, filing evidence of his representative capacity, and designating counsel, and thereupon the case shall stand as revived in behalf of or against the interest of the deceased party, and the cause shall proceed as in other cases. 2. Where a party to a case pending in

the deceased party, according to the nature of the case, may voluntarily come in and be admitted parties to the suit, and thereupon the case shall be heard and determined as in other cases; and, if such representatives shall not voluntarily become parties, then the other party may suggest the death on the record, and thereupon, on motion, obtain an order that, unless such representatives shall become parties within sixty days, the party moving for such order, if defendant in error,[45] shall be entitled to have the writ of error or appeal dismissed, and if the party so moving shall be plaintiff in error,[46] he shall be entitled to open the record, and, on hearing, have the judgment or decree reversed, if it be erroneous: provided, however, that a copy of every such order shall be personally served on said representatives at least thirty days before the expiration of such sixty days.

2. When the death of a party is suggested, and the representatives of the deceased do not appear within ten days after the expiration of such sixty days, and no measures are taken by the opposite party within that time to compel their appearance, the case shall abate.

3. When either party to a suit in a Circuit or [47]District Court of the United States shall desire to prosecute a writ of error or appeal to this court from any final judgment or decree rendered in the Circuit

this court shall die and his personal representative does not, within sixty days after such death, appear under clause 1, any other party in interest may suggest such death upon the record, filing evidence of the due appointment of a personal representative, and thereupon, and without notice, the court or any judge thereof will make an order that such personal representative appear and designate counsel. In default of such appearance, within thirty days after service on such personal representative of a certified copy of such order, the adverse party, on proof of such service and without further notice, may have, from this court, an order either to revive the cause and direct that it proceed as to the interest held by the deceased party or to dismiss the case as to such interest, as may be by the court thought proper. 3. If the death of a party is brought to the attention of this court, and proceedings are not taken under clause 1 or clause 2 sufficiently to dispose of the resulting situation, the court will, on its own motion, direct such steps to be taken as are proper to dispose of the case or expedite the hearing. 4. Whenever any party to a suit pending in a District Court shall die, and because of such death and because of the absence of any personal representative of the deceased within the jurisdiction of the District Court and any means of compelling the appointment of such a representative within such jurisdiction the adverse party is not able to have the case revived in the District Court and to proceed with the desired review in this court, the adverse party desiring a review may proceed as if such death had not occurred, and may have supersedeas as in other cases, serving all required papers and notices upon such persons as, in the judgment of the District Court, will be most likely to give notice to all persons interested in the estate, and as may be directed by the District Court. When the record in such a case has been filed in this court, the same proceedings shall be had as specified in clauses two and three, or the Court will take such proceedings as may to it seem advisable to bring in the proper parties." 202 Fed. xi, xii.

[45] In the *Fourth Circuit*, subdivision 1, after the words "If defendant in error," the words "or appellee" are inserted. 193 Fed. xii.

[46] In the *Fourth Circuit*, subdivision 1, after the words "plaintiff in error," the words "or appellant" are inserted. 193 Fed. xii.

[47] In the *Fourth Circuit*, subdivision 3, the words "Circuit or" are omitted. 193 Fed. xii.

or [48]District Court, and, at the time of suing out such writ of error or appeal, the other party to the suit shall be dead, and have no proper representative within the jurisdiction of the court which rendered such final judgment or decree, so that the suit cannot be revived in that court, but shall have a proper representative in some State or Territory of the United States, or in the District of Columbia, the party desiring such writ of error or appeal may procure the same, and may have proceedings on such judgment or decree superseded or stayed in the same manner as is now allowed by law in other cases, and shall thereupon proceed with such writ of error or appeal as in other cases; and, within thirty days after the filing of the record in this court, the plaintiff in error or appellant shall make a suggestion to the court, supported by affidavit, that the said party was dead when the writ of error or appeal was taken or sued out, and had no proper representative within the jurisdiction of the court which rendered such judgment or decree, so that the suit could not be revived in that court, and that said party had a proper representative in some State or Territory of the United States, or in the District of Columbia, and stating therein the name and character of such representative; and the State or Territory or district in which such representative resides; and, upon such suggestion, he may on motion obtain an order that, unless such representative shall make himself a party within ninety days, the plaintiff in error or appellant shall be entitled to open the record, and, on hearing, have the judgment or decree reversed if the same be erroneous; provided, however, that a proper citation reciting the substance of such order shall be served upon such representative, either personally or by being left at his residence, at least thirty days before the expiration of such ninety days: provided, also, that in every such case, if the representative of the deceased party does not appear within ten days after the expiration of such ninety days, and the measures above provided to compel the appearance of such representative have not been taken within the time as above required, by the opposite party, the case shall abate; and provided, also, that the said representative may at any time, before or after said suggestion, come in and be made a party to the suit, and thereupon the case shall proceed, and be heard and determined as in other cases.

20. DISMISSING CASES.[49]

Whenever the plaintiff and defendant in a writ of error pending in this court, or the appellant and appellee in an appeal, shall, by their attorneys of record, sign and file with the clerk an agreement in writing

[48] In the *Fourth Circuit*, subdivision 3, the words "Circuit of" are omitted. 193 Fed. xii.

[49] In the *Sixth Circuit*, this rule is included in rule 18, as subdivision 6, and reads as follows: "6. Whenever counsel for appellant and appellee shall, in vacation, sign and file with the clerk an agreement in writing directing the case to be dismissed and specifying the terms as to costs, on which terms it is to be dismissed, and shall pay to the clerk any fees due, he shall enter the case on his docket as dismissed and give to either party requesting it a copy of the agreement filed; but no mandate or other process on such dismissal shall be

directing the case to be dismissed, and specifying the terms on which it is to be dismissed, as to costs, and shall pay to the clerk any fees that may be due to him, it shall be the duty of the clerk to enter the case dismissed, and to give to either party requesting it a copy of the agreement filed; but no mandate or other process shall issue without an order of the court.[50]

21. MOTIONS.[51]

1. All motions to the court shall be reduced to writing, and shall contain a brief statement of the facts and objects of the motion.[52]

issued without the order of the court." 202 Fed. xiii. In the *Seventh Circuit* this rule reads as follows: "Whenever the parties to a writ of error or an appeal shall, by their attorneys of record, sign and file with the clerk an agreement in writing directing the case to be dismissed, and specifying the terms on which it is to be dismissed, in respect to costs, and shall pay to the clerk any fees that may be due to him, the clerk shall enter the case dismissed, and shall give to either party requesting it a copy of the agreement filed, but no mandate or other process shall issue without an order of the court." In the *Eighth Circuit* the following words take the place of the remainder of this rule after the words "it shall be the duty of the clerk": "seasonably to present such agreement to the court for its consideration and determination." 188 Fed. xiv.

[50] In the *Fourth Circuit*, the following new matter is added to this rule: "No attorney's docket fee shall be taxed in a case dismissed under this rule." 193 Fed. xiii.

[51] In the *First Circuit* this rule reads as follows: "1. The motion day shall be the first Tuesday of every stated session of the court, and any other Tuesday while the court shall remain in session. 2. All motions to the court shall be reduced to writing, and shall contain a brief statement of the facts and objects of the motion. 3. All motions to dismiss writs of error or appeals (except motions to docket and dismiss under Rule 16) or to advance cases, or for a writ of *certiorari*, and other special motions, shall be printed, and be accompanied by printed briefs. 4. No motion to dismiss, except on special assignment by the court, shall be heard, unless previous notice has been given to the adverse party or his counsel. 5. Any motion, of which counsel shall have given notice to the clerk in advance, shall be entered on the clerk's list in the order in which he receives notice thereof, and shall have priority in that order before other motions, unless otherwise specially ordered by the court. 6. Half an hour on each side shall be allowed to the argument of a motion, and no more, without special leave of the court granted before the argument begins." In the *Sixth Circuit*, this rule is numbered 24 and is as follows: "1. Motions shall be filed with the clerk and shall contain a brief statement of the facts and of the objects of the motion, and be accompanied by such affidavits as are thought proper. 2. Counsel making the motion shall serve a copy thereof and of the accompanying papers and a notice of hearing upon the adverse counsel, and also copy of any brief or argument to be presented in support of the motion. Such notice may be for any day after four days from the service. The opposing party may, on or before the day named in the notice or within any extension of time made by the court or a judge thereof, file counter showing or brief; and the motion will then stand submitted, unless oral argument is directed. Except by stipulation, no motion will be considered without acknowledgment or proof of such notice. 3. Upon motions, there will be no oral argument, except by leave of the court first obtained; and in such case, the court will fix the day for hearing and the time to be allowed for argument, and the clerk will notify counsel." 202 Fed. xvii.

[52] In the *Ninth Circuit* the following words are added to subdivision 1: "and shall be served upon opposing counsel at least five days before the day noticed for the hearing."

2. One hour on each side shall be allowed to the argument of a motion, and no more, without special leave of the court, granted before the argument begins.[53]

3. No motion to dismiss, except on special assignment by the court, shall be heard, unless previous notice has been given to the adverse party, or the counsel or attorney of such party.

22. PARTIES NOT READY.[54]

1. Where no counsel appears, and no brief has been filed for the plaintiff in error or appellant, when the case is called for trial, the defendant may have the plaintiff called, and the writ of error or appeal dismissed.

2. Where the defendant fails to appear when the case is called for trial, the court may proceed to hear an argument on the part of the plaintiff, and to give judgment according to the right of the case.

[53] In the *Seventh* and *Ninth Circuits* one-half hour is allowed on each side for argument.

[54] In the *First Circuit* the following paragraph was added before subdivision 1: "On the first Tuesday of October and of January, and on the second Tuesday of April, the court, except as may, from time to time be otherwise ordered, will commence calling cases for argument in the order in which they stand on the calendar, and proceed from day to day during the session in the same order; but no case from the district of Massachusetts shall be called before the second Tuesday of the session;" and after subdivision 3 the following: "5. If either of the parties is ready when the case is called, the same may be heard; and, if neither party is ready, the case may be dismissed, or be postponed to the next session, as the court may order. 6. If a case is called for hearing at two stated sessions successively and, on the call of the second session, neither party is prepared to argue it, it will be dismissed at the cost of the plaintiff in error or appellant, unless sufficient cause is shown for further postponement." In the *Fourth Circuit*, rule 22 is as follows: "1. When a case is called for hearing, and no counsel appears and no brief has been filed for the plaintiff in error or appellant, the defendant in error or appellee may have the adverse party called and the writ of error or appeal dismissed. 2. Where the defendant in error or appellee fails to appear when the case is called for hearing, the court may proceed to hear argument on the part of the plaintiff in error or appellant, and to give judgment according to the right of the case. 3. When a case is reached in the regular call of the docket and no counsel appears for either party and no submission of the case is asked, the case may be dismissed at the cost of the plaintiff in error or appellant." 193 Fed. xiii. In the *Sixth Circuit*, this rule is omitted. In the *Seventh Circuit* the word "defendant" and the words "the plaintiff called, and" are omitted from the first subdivision. The second subdivision reads: "2. If the appellee or defendant in error fails to appear when the case is called, the court may proceed to hear argument on the part of the plaintiff in error or appellant and to give judgment according to the right of the case." In the subdivision 3, after the word "party," these words are inserted: "and no brief on file for appellant or plaintiff in error," and after "cost" these words: "of the appellant or plaintiff in error." 91 Fed. x. In the *Eighth Circuit* the words "in error or appellant" are inserted after "plaintiff" in the third line of the first paragraph, third line of the second paragraph, and last line of the third paragraph; and the words "in error or appellee," in the first line of subdivision 2, are inserted after the word "defendant". 188 Fed. xiv. In the *Ninth Circuit* the first word in the second paragraph is "when" instead of "where;" the first word in the third paragraph is "where" instead of "when;" and "in error or appellant" is added after "plaintiff" in the last line of paragraph 3.

3. When a case is reached in the regular call of the docket, and there is no appearance for either party, the case shall be dismissed at the cost of the plaintiff.

23. PRINTING RECORDS.[55]

The counsel for the plaintiff in error or appellant shall print and file with the clerk of the court, at least six days before the case is called for

[55] In the *First Circuit* this rule reads as follows: "1. In all cases, the plaintiff in error or appellant, on docketing a case and filing the record, shall enter into an undertaking to the clerk, with surety to his satisfaction, for the payment of his fees, or otherwise satisfy him in that behalf. 2. The clerk shall cause an estimate to be made of the cost of printing the record, and of his fee for preparing it for the printer, and shall notify to the party docketing the case the amount of the estimate. If he shall not pay it within a reasonable time, the clerk shall notify the adverse party, and he may pay it. If neither party shall pay it, and for want of such payment the record shall not have been printed when the case is reached at the regular call of the docket, the case may be dismissed. 3. Upon payment by either party of the amount estimated by the clerk, twenty-five copies of the record shall be printed under the clerk's supervision, for the use of the court and of counsel. 4. The clerk shall take to the printer the original transcript on file, but shall cause copies to be made for the printer of such original papers sent up under Rule 14, or other original papers, as are necessary to be printed. 5. The clerk shall supervise the printing, and see that the printed copies are properly indexed; and he shall distribute printed copies to the judges and the reporter, from time to time, as required, and three copies to the counsel for each party. An additional number of copies may be printed at the request of either party for his own use and at his own expense, or by order of the court. 6. The parties may stipulate in writing that parts only of the record shall be printed, and the case may be heard on the parts so printed; but the court may direct the printing of other parts of the record. 7. The clerk may receive from either party, and use as parts of the printed record, so far as the same may be of proper and convenient size and type, any portions which have been printed in any other court, and also printed copies of patents and other exhibits, allowing the party furnishing the same such sum therefor as the clerk deems reasonable, to be added to and form a part of the cost of printing. 8. If the actual cost of printing the record, together with the fee of the clerk, shall be less than the amount estimated and paid, the amount of the difference shall be refunded by the clerk to the party paying it. If the actual cost and clerk's fee shall exceed the estimate, the excess shall be paid to the clerk before the delivery of a printed copy to either party or his counsel. 9. In case of reversal, affirmance, or dismissal, with costs, the cost of printing the record and the clerk's fee shall be taxed against the party against whom costs are given, and shall be inserted in the body of the mandate or other proper process." In the *Second Circuit* this rule reads as follows: "On the filing of the transcript, in every case, the clerk shall forthwith cause fifteen copies of the same to be printed, and shall furnish three copies thereof to each party at least thirty days before the argument, and shall file nine copies thereof in his office. The parties may stipulate in writing that parts only of the record shall be printed, and the case may be heard on the parts so printed, but the court may direct the printing of other parts of the record. The clerk shall be entitled to demand of the appellant, or plaintiff in error, the cost of printing the record, before ordering the same to be done. If the record shall not have been printed when the case is reached for argument, for failure of a party to advance the costs of printing, the case may be dismissed. In case of reversal, affirmance, or dismissal, with costs, the amount paid for printing the record shall be taxed against the party against whom costs are given." In the *Third Circuit* as follows: "1. On the filing of the tran-

argument, twenty copies of the record, unless a different order as to such printing is made by the court, either of its own motion, or upon application made at least ten days before the case is called for argument; and shall furnish three copies of the printed record to the adverse party at least six

script, the clerk shall forthwith cause twenty copies of the record to be printed, and shall furnish three copies thereof to each party at least six days before the case is called for argument, and shall file fourteen copies thereof in his office. The parties may stipulate in writing that parts only of the record shall be printed, and the case may be heard on the parts so printed, but the court may direct the printing of other parts of the record. The clerk may demand of the plaintiff in error or appellant the cost of printing the record before ordering the same to be done. If the record shall not have been printed when the case is reached in the regular call of the docket because of the failure of a party to advance the cost of printing, the case may be dismissed. In case of reversal, affirmance, or dismissal, with costs, the amount paid for printing the record shall be taxed against the party against whom costs are given. 2. The clerk shall receive from either party, and use as parts of the printed record, so far as the same may be of proper and convenient size and type, any portions which may have been printed in any other court, and also printed copies of patents and other exhibits, allowing the party furnishing the same such sum therefor as the clerk deems reasonable, to be added to and form a part of the cost of printing;" and the following order was made March 18, 1895: "Ordered that, except upon special allowance by the court or a judge, no cause shall be placed on the docket for argument unless the transcript shall have been filed with the clerk, under Rule 22, at least ten days before the first day of the term." In the *Fourth Circuit* as follows: "This rule shall apply only to cases in which counsel for all parties to any cause pending in this court, or about to be brought into this court, shall by stipulation, in writing, filed with the clerk of the court below, agree to be governed by the terms thereof. 1. The transcript may be made and the record printed as has been heretofore the practice of this court, and the same shall, subject to the provisions of sections 3, 6 and 7 of rule 14, be made up by the clerk of the court below and transmitted to this court under his hand and seal as heretofore. 2. All records in such cases shall be printed under the supervision of the clerk of this court by such printer and at such rate as this court may designate. In such cases, upon the payment of the estimated cost of printing, together with the supervising and other fees established by law (which amount shall be deposited with the clerk within ten days after notice thereof), the clerk shall cause to be printed thirty-five copies of the record, twenty-five copies of which shall be filed for the use of the court, three copies furnished to the adverse party, and the remaining copies to be delivered to the appellant, plaintiff in error or petitioner. 3. The parties may stipulate in writing that parts only of the transcript of the record shall be printed, and the case may be heard on the parts so printed, but the court may direct the printing of other parts of the record. 4. If the record shall not have been printed when the case is reached on the regular call of the docket, the case may be dismissed. 5. In case of reversal, affirmance, or dismissal, with costs, the amount paid for the printing of the record and the clerk's fees for supervising the same, shall be taxed against the party against whom costs are given. 6. In cases brought here under this rule it shall be the duty of the plaintiff in error or appellant to docket the case and file the record thereof with the clerk of this court by or before the return day, whether in vacation or in term time, but for good cause shown the justice or judge who signed the citation, or any judge of the court, may enlarge the time by or before its expiration, the order of enlargement to be filed with the clerk of this court. If the plaintiff in error or appellant shall fail to comply with this rule, the defendant in error or appellee may have the cause docketed and dismissed upon producing a certificate from the clerk of the court wherein the judgment or decree was rendered, stating the case and certifying that such

days before the argument. The parties may stipulate in writing that parts only of the record shall be printed, and the case may be heard on the parts so printed, but the court may direct the printing of other parts of the record. If the record shall not have been printed when the case is reached

writ of error or appeal has been duly sued out or allowed. And in no case shall the plaintiff in error or appellant be entitled to docket the case and file the record after the same shall have been docketed and dismissed under this rule, unless by order of the court. 7. But the defendant in error or appellee may, at his option, docket the case and file a copy of the record with the clerk of this court; and if the case is docketed and a copy of the record filed with the clerk of this court by the plaintiff in error or appellant within the period of time above limited and prescribed by this rule, or by the defendant in error or appellee at any time thereafter, the case shall stand for argument at the term. 8. Upon the filing of the transcript of a record brought up by writ of error or appeal, the appearance of the counsel for the party docketing the case shall be entered as of course." (See additional notes at the end of these rules.) In the *Fifth Circuit:* "1. The clerk shall upon the docketing of a case, forthwith cause an estimate to be made of the cost of printing the record and of his fee for preparing it for the printer and supervising the printing, and shall notify the party docketing the case of the amount of the estimate. If he shall not pay it within fifteen days in ordinary cases, and within three days in preference cases, after the date of such notice, the clerk shall notify the adverse party, and he may pay it. If neither party shall pay it, and for want of such payment the record shall not have been printed when a case is reached for hearing, the case may be dismissed at the discretion of the court. 2. The clerk shall cause the record in all cases to be printed forthwith after the payment of such estimate, and shall immediately thereafter furnish to the counsel of each party whose appearance shall have been entered, three copies of the printed record, taking a receipt therefor, and the parties may, by written stipulation filed prior to the printing of the record, agree that only parts of the record shall be printed, and the same may be heard only on the parts so printed, but the court may direct the printing of other parts of the record. 3. The clerk shall not take to the printer the original transcript on file, but shall cause copies to be made for the printer of such original papers sent up under Rule 14, or other original papers, as are necessary to be printed. 4. The clerk shall cause at least twenty-five copies of the record to be printed, and may print a larger number on the request of either party on payment of the amount necessary for the printing of such extra copies. 5. The clerk shall supervise the printing and see that the printed record is properly indexed. There shall be omitted from the printed transcripts the following: (1) Commissions to take testimony, and the formal captions to all depositions and the certificates of commissioners as to the taking of the depositions, except in cases where objections have been made to the depositions on account of defects in caption or certificate. (2) All process in the nature of subpoenas, citations, summons and subpoenas in chancery, unless from the assignment of errors it appears that some issue is raised which makes it necessary for the court to inspect such writs, and then only such as are involved. In every transcript wherein any pleading, exhibit or other paper appears at more than one place, such pleading, exhibit or other paper shall be printed at the place it first appears in said transcript and not thereafter; but the omission shall be indicated by apt notations and references to the pages of the printed record where it appears. The clerk shall distribute the printed copies to the judges of the court and to the reporter from time to time, as required. If the cost of printing the record, together with the clerk's fee for supervising the same, shall be less than the amount estimated and paid, the difference shall be refunded by the clerk to the party paying the same. If the actual cost and the clerk's fee shall exceed the clerk's estimate, the amount of such excess shall be paid to the clerk before he shall deliver or file the printed record or any copies thereof. 6. In case of

in the regular call of the docket, the case may be dismissed. In case of reversal, affirmance, or dismissal with costs, the amount paid for printing

reversal, affirmance or dismissal with costs, the amount of the costs of the printing of the record and of the clerk's fees for supervising the same shall be taxed against the party against whom costs are given, and shall be inserted in the body of the mandate or other proper process. 7. The clerk shall receive from either party, and use as parts of the printed record so far as the same may be of proper size and type, any portions which may have been printed in any other court, and also printed copies of patents and exhibits, allowing the party furnishing the same such sum therefor as the clerk deems reasonable, to be added to and form a part of the costs of printing." In the *Sixth Circuit*, this rule is numbered 19 and reads: "1. In cases where the record is printed by the appellant under act of February 13, 1911, he shall file with the clerk twenty-five printed copies thereof within the time as limited or extended for making return to writ of error or appeal. The clerk shall examine the printed records so offered to ascertain whether the transcript complies with Rule 15, and also, whether the printed records comply with the statute and are properly indexed. If, in his judgment, they are insufficient in any particular, he shall bring the matter to the attention of the court, which will thereupon make such order as to it may seem proper for corrected or supplementary return and printed records. As soon as the printed records are approved as filed or perfected as ordered, the clerk shall deliver one copy to each counsel or group of counsel representing a separate interest, and shall continue such distribution as counsel subsequently appear. 2. The clerk shall, from time to time and as directed by the senior Circuit Judge, receive proposals for printing such records as are to be printed by the clerk, which proposals shall be submitted to such judge, who will, in his discretion, award such printing to the most satisfactory bidder; and the same shall be done, during the period of such award, by the person to whom it is made. 3. In cases where appellant is not proceeding under such statute, the clerk shall at once, upon the docketing of the case, cause an estimate to be made of the cost of printing the record, including his supervising fee as provided in the table of costs following rule 27, and notify counsel for appellant of the estimated amount, which shall be paid to the clerk within ten days after such notice. If not so paid, the case may be dismissed upon motion or by the court upon its own motion. Supplemental estimates and payments thereof shall be made, if necessary; any excess payment shall be refunded, when the printing is finished. When the record was printed upon a former review of the same case, and enough old records to be reasonably sufficient for use upon the hearing are on file or available, the use of such old records, in lieu of printing, will be permitted, upon the order of the presiding judge, and to the extent specified in such order. 4. At once, upon the payment of such estimate, the clerk shall cause twenty-five copies of the record to be printed forthwith, shall file the same and shall distribute three copies of the same to counsel for each separate adverse interest then or thereafter appearing. Before printing, he shall examine the transcript to ascertain whether it complies with rule 15, and if, in his judgment, it omits anything required by that rule, he shall submit the matter to the court, which will make such order as to it may seem proper regarding a corrected or supplementary return; and the printing shall be delayed until the filing of any further return so ordered. In printing, the clerk shall omit any matters contained in the transcript which, by rule 15, are required to be omitted. If the appellant shall in writing and before the record is printed, request the clerk so to do, he shall print fifty copies instead of twenty-five. If the appellee shall request such additional copies to be printed, the clerk shall comply with such request, if the appellee, upon demand, advances to him the estimated cost of printing the additional twenty-five copies. If, later, a review in the Supreme Court is sought, the clerk shall deliver such twenty-five copies to the party seeking a review; but if such additional records are wanted by the party who did not pay for the printing thereof, the clerk shall require payment to him of the actual cost of such additional printing and

the record shall be taxed against the party against whom costs are given.

24. BRIEFS.

1. The counsel for the plaintiff in error or appellant shall file with the

shall refund the same to the party who had paid therefor. 5. Where the record is printed by the appellant, he shall file therewith proof by affidavit of the actual cost of such printing, including the amount paid to the clerk in the District Court for the transcript. The amounts paid to the clerk of the District Court for the manuscript transcript and to the clerk of this court for printing and for his fees in connection therewith, or the amounts so shown to have been paid below by appellant (not exceeding, for printing, the amount which printing and supervision by the clerk of this court would have cost) shall form a part of the costs of the cause in this court and shall be taxed against the party against whom the costs are given and shall be inserted in the mandate or other proper process.' 202 Fed. xiii, xiv. In the *Seventh Circuit:* "1. In all cases the plaintiff in error or appellant on docketing a case and filing the record shall enter into an undertaking to the clerk with surety to be approved by the clerk for the payment of all costs which shall be incurred in the cause, shall deposit with the clerk twenty-five dollars to be applied to the payment of costs and fees, and from time to time when necessary shall, on the demand of the clerk, make further deposits for that use. 2. The clerk, upon the docketing of a case, shall forthwith cause an estimate to be made of the cost of printing the record and of his fees for preparing it for the printer and for supervising the printing thereof, and shall at once notify the attorney for the plaintiff in error, or appellant, of the amount of such estimate, which shall be paid to the clerk within ten days after such notice. If not so paid, the writ of error or appeal may be dismissed upon the motion of the opposite party, or by the court of its own motion. 3. The clerk shall cause the record in each case to be printed forthwith after the payment of such estimate, and shall immediately thereafter furnish to each of the respective parties at least three copies of the printed record, taking a receipt therefor. The parties may, by written stipulation filed with or prior to the filing of the record, agree that only parts of the record shall be printed, and the case will be heard on the parts so printed only, unless the court shall direct the printing of other parts. 4. The clerk shall cause at least twenty-five copies of the record to be printed and may print a larger number on the request of either party on payment of the amount necessary for the printing of such extra copies. 5. The clerk shall supervise the printing, and see that the printed record is indexed properly, and in a manner to indicate briefly the character of each document and exhibit referred to. He shall distribute the printed copies to the judges of the court from time to time as required. If the cost of printing the record, together with the clerk's fee for supervising the same, shall be less than the amount estimated and paid, the difference shall be refunded by the clerk to the party paying the same. If the actual cost and the clerk's fee shall exceed the estimate, the amount of the excess shall be paid to the clerk before he shall deliver or file the printed record or copies thereof. 6. In case of reversal, affirmance or dismissal with costs, the amount of the cost of the printing of the record and of the clerk's fee for supervising the same, shall be taxed against the party against whom costs are given, and shall be inserted in the body of the mandate or other proper process. 7. Upon the clerk's producing satisfactory evidence by affidavit, or by the acknowledgment of the parties or their sureties or attorneys, an attachment shall issue against such parties or their sureties respectively, to compel the payment of said fees. 8. The clerk shall adopt a uniform size for the printing of all records, shall have them printed in small pica type, on clear white paper, with a margin of not less than an inch and a half, shall show by note or memorandum on the margin the time when each pleading or document was filed, and at the top of the pages shall insert running titles of their contents. 9. The briefs of attorneys shall be printed, and shall conform

clerk of this court, at least six[56] days before the case is called for argument, twenty[57] copies of a printed brief, one of which shall, on application,[58] be furnished to each of the counsel engaged upon the opposite side.[59]

as nearly as practicable to the size of the printed record. 10. The clerk shall, on or before the conclusion of each case, collect and file or otherwise preserve together one copy of the printed record and of each brief, printed motion, and argument submitted therein. 11. In any case where the record shall have been printed in the court below, in substantial conformity to these rules, the presiding judge may on the application of the plaintiff in error or appellant order that such printed record be used in place of the printing hereinbefore provided for. But the clerk shall prepare and cause to be printed and attached to such record an index, and shall be paid the same fees for the indexing and supervising thereof as if printed under his supervision. 12. The clerk of this court shall obtain sealed proposals for the printing hereinbefore provided for, which proposals shall be submitted to the senior circuit judge of the court, who may award such printing to the lowest and best bidder, and all such printing shall be done by the person to whom the same is so awarded, except in emergencies when printing may be done by another at the same or less price. And when a case shall be heard upon the record printed below, the costs for printing shall be taxed on the basis of actual cost not exceeding the rate of the accepted bid. 13. The fees of the clerk of this court shall be those prescribed by the Supreme Court February 28, 1898." See 91 Fed. xi. In the *Eighth Circuit:* "1. In cases brought to this court in which the plaintiff in error or appellant elects to waive the printing of record under the provisions of the act of Congress, entitled 'An act to diminish the expense of proceedings on appeals and writ of error or of certiorari,' approved February 13, 1911, and file a typewritten or manuscript transcript of the record in this court, such plaintiff in error or appellant may within twenty days from and after the date of the filing and docketing of the record in this court, serve on the adverse party a copy of a statement of the parts of the record which he thinks necessary for the consideration of the errors assigned, and file the same, with proof of service thereof, with the clerk of this court; the adverse party, within twenty days thereafter, may designate in writing and file with the clerk additional parts of the record which he thinks material, and, if he shall not do so, he shall be held to have consented to a hearing on the parts designated by the plaintiff in error or appellant. If parts of the record shall be designated by one or both of the parties, the clerk shall print those parts only; and the court will consider nothing but those parts of the record in determining the questions raised by the errors assigned. If at the hearing it shall appear that any material part of the record has not been printed, the writ of error or appeal may be dismissed, or such other order made as the circumstances may appear to the court to require. If the defendant in error or appellee shall have caused unnecessary parts of the record to be printed, such order as to costs may be made as the court shall think proper. 2. On the filing of the transcript in every such case the clerk shall cause thirty copies of the same, or the parts thereof designated under this rule, to be printed, and such additional number of copies as counsel for either of the parties may direct, and shall furnish three

[56] In the *Second Circuit*, twenty days. In the *Fourth Circuit*, fifteen days before every term or adjourned term. In the *Seventh Circuit*, "within twenty days after the date of the delivery by the clerk of the printed record." In the *Eighth Circuit*, forty days. In the *Ninth Circuit*, ten days.

[57] In the *Second Circuit*, ten copies.

[58] In the *Fourth Circuit*, the word "forthwith" is inserted in place of the words "on application." 193 Fed. xv.

[59] In the *Sixth Circuit*, this is rule 20, and the first subdivision thereof reads: "1. Counsel for appellant, within twenty-five days after the filing of the printed copies of the record, shall file with the clerk twenty printed copies of a brief." 202 Fed. xlv.

2. This brief shall [60]contain, in order here stated:—

(1) A concise abstract or statement of the case, presenting succinctly the questions involved, in the manner in which they are raised.

(2) [61] A specification of the errors relied upon, which, in cases brought up by writ of error, shall set out separately and particularly each error

copies of the record so printed to each party at least sixty days before the argument. 3. In cases brought to this court in which the record has been printed and used upon the hearing in the court below, and which substantially conform to the printed records in this court, the plaintiff in error or apellant upon application to and by leave of this court, may furnish to the clerk twenty-five copies of such record, used on the hearing in the court below, to be used in the preparation of the printed record in this court; and the clerk's fee for preparing the record for the printer, indexing same, supervising the printing and distributing the copies, shall be computed as if said record so furnished had been printed under his supervision. 4. The clerk shall be entitled to demand of the plaintiff in error or appellant the cost of printing the record before ordering the same to be done. 5. If the record shall not have been printed when the case is reached for argument, for failure of the party to advance the costs of printing, the case may be dismissed. 6. In case of reversal, affirmance or dismissal with costs, the amount paid for printing the record shall be taxed against the party against whom costs are given. 7. In any cause brought to this court, in which the record has been printed, in which a writ of certiorari shall be granted under the provision of rule 18 of this court the return to such writ of certiorari shall be printed in the same manner as the record was. 8. If in any cause in which the record or a portion thereof has been printed it shall be made to appear to this court that the printed transcript does not substantially conform to the requirements of the rules of this court, it may be rejected and stricken from the files and such order relative thereto may be entered as the court shall deem proper." 188 Fed. xvi. In the *Ninth Circuit:* "1. All records shall be printed under the supervision of the clerk, and upon the docketing of a cause, he shall cause an estimate to be made of the expense of printing the record, and his fee for preparing it for the printer and supervising the printing, and shall notify the party docketing the case of the amount of the estimate. If the amount so estimated is not promptly paid over to the clerk and for want of such payment the record shall not have been printed when a case is reached for argument, the case shall be dismissed. 2. Upon payment of the amount estimated by the clerk, thirty copies of the record shall be printed, under his supervision, for the use of the court and of counsel. 3. In cases of appellate jurisdiction the original transcript on file shall be taken by the clerk to the printed. But the clerk shall cause copies to be made for the printer of such original papers sent up under Rule 14, section 4, as are necessary to be printed; and the whole of the record in cases of original jurisdiction." Subdivisions 4, 5 and 6 are substantially the same as subdivisions 5 and 6 of the rule of the *Seventh Circuit, supra.* Subdivision 7 reads as follows: "The plaintiff in error or appellant may, upon filing the record in this court, file with the clerk a statement of the errors on which he intends to rely, and of the parts of the record which he thinks necessary, for the consideration thereof, and forthwith serve on the adverse party a copy of such statement. The adverse party within ten days thereafter, may designate in writing, filed with the clerk, additional parts of the record which he thinks material, and, if he shall not do so, he shall be held to have consented to a hearing on the parts designated by

[60] In the *Eighth Circuit*, after the word "shall" and before the word "contain," the following words are inserted: "be printed on unglazed paper, and it and all quotations contained therein shall be in substantial conformity with the size and type prescribed by rule 26 for the printing of records and shall". 188 Fed xvi.

[61] This subdivision is omitted in the *Fourth and Sixth Circuits.*

asserted and intended to be urged; and, in cases brought up by appeal, the specification shall state, as particularly as may be, in what the decree is alleged to be erroneous. When the error alleged is to the admission or to the rejection of evidence, the specification shall quote the full substance of the evidence admitted or rejected. When the error alleged is to the charge of the court, the specification shall set out the part referred to *totidem verbis*, whether it be in instructions given or in instructions refused. When the error alleged is to a ruling upon the report of a master, the specification shall state the exception to the report, and the action of the court upon it.

(3) A brief of the argument, exhibiting a clear statement of the points of law or fact to be discussed, with a reference to the pages of the record and the authorities relied upon in support of each point. When a statute of a State is cited, so much thereof as may be deemed necessary to the decision of the case shall be printed at length.

3. [62] The counsel for a defendant in error or an appellee shall file with the clerk twenty [63] printed copies of his brief [64] at least three [65] days be-

the plaintiff in error or appellant. If parts of the record shall be so designated by one or both of the parties, or if such parts be distinctly designated by stipulation of counsel for the respective parties, the clerk shall print those parts only; and the court will consider nothing but those parts of the record, and the errors so stated. If at the hearing it shall appear that any material part of the record has not been printed, the writ of error or appeal may be dismissed, or such other order made as the circumstances may appear to the court to require. If the defendant in error or appellee shall have caused unnecessary parts of the record to be printed, such order as to costs may be made as the court shall think proper. All statements and stipulations filed hereunder shall distinctly and accurately refer to the pages of the original certified record, as well as the documents to be printed or omitted. 8. At the time of filing the record and docketing the cause, counsel for the plaintiff in error or appellant in patent cases may furnish the clerk with copies of patent office drawings and specifications to be used as inserts, and the same, if in proper form and of convenient size, shall be used in printing the record without cost to the parties. 9. The fee of the clerk for preparing the record for the printer, indexing the same, supervising the printing, and distributing the copies, for each printed page of the record and index, twenty-five cents."

[62] In the *Fourth Circuit*, this subdivision reads: "3. The counsel for defendant in error or appellee shall file with the clerk of this court, at least five days before every term or adjourned term, twenty copies of a printed brief, one of which shall forthwith be furnished by the clerk to each of the counsel of record engaged upon the opposite side. His brief shall be of a like character with that required of the plaintiff in error or appellant, except no statement of the case shall be required, unless that presented by the plaintiff in error or appellant is controverted." 193 Fed. xv. In the *Sixth Circuit*, this is rule 20, and subdivision 3 thereof reads as follows: "3. Within thirty days after service of appellant's brief, counsel for appellee shall file with the clerk twenty printed copies of his brief, which shall be of like character to that required of appellant, except that no statement of the case shall be required." 202 Fed. xiv.

[63] In the *Second Circuit*, ten copies.

[64] In the *Eighth Circuit*, instead of the words "twenty printed copies of his brief" the following words are inserted: "twenty copies of his brief printed on unglazed paper and in substantial conformity with the size and type prescribed by rule 26 for the printing of records." 188 Fed. xvi, xvii.

[65] In the *Second and Eighth Circuits*, ten days. In the *Seventh Circuit*, "within twenty days after the filing of the brief of the plaintiff in error or appellant."

fore the case is called for hearing. His brief shall be of a like character with that required of the plaintiff in error or appellant, except that no specification of errors shall be required, and no statement of the case, unless that presented by the plaintiff in error or appellant is controverted.

4. [66] When there is no assignment of errors, as required by section 997 of the Revised Statutes, counsel will not be heard, except at the request of the court, and errors not specified according to this rule will be disregarded; but the court, at its option, may notice a plain error not assigned or specified.

5. [67] When, according to this rule, a plaintiff in error or an appellant is in default, the case may be dismissed on motion; and, when a defendant in error or an appellee is in default, he will not be heard, except on consent of his adversary, and by request of the court.

6. [68] When no counsel appears for one of the parties, and no printed brief or argument is filed, only one counsel will be heard for the adverse party; but if a printed brief or argument is filed, the adverse party will be entitled to be heard by two counsel.[69]

[66] This subdivision is omitted in the *Fourth Circuit*. In the *Sixth Circuit*, this subdivision is: "4. Subsequent briefs may be filed by either party; by the appellant, not less than twenty days, and by the appellee, not less than ten days, before the case is put on call for argument. Later briefs will not be received by the clerk or by the court, without permission of the court or one of the judges thereof." 202 Fed. xiv., xv.

[67] In the *Fourth Circuit*, this subdivision is numbered 4. 193 Fed. xv. In the *Sixth Circuit*, this subdivision is: "5. Every brief of more than twenty pages shall contain, on its front fly leaves, a subject index with page references, the subject index to be supplemented by a list of all cases referred to, alphabetically arranged, together with references to the pages of the brief where the cases are cited." 202 Fed. xv.

[68] In the *Fourth Circuit*, this subdivision is numbered 5. 193 Fed. xv. In the *Sixth Circuit*, this subdivision is: "6. At or before the time of filing any brief, two copies thereof shall be served upon each adverse counsel who has appeared in this court, and if there has been no appearance here for appellee, then upon his counsel in the court below; and the clerk shall require proof or acknowledgment of such service to be filed with the briefs." 202 Fed. xv.

[69] In the *Fourth Circuit*, the following subdivision is added: "6. Counsel for either party may file with the clerk of this court twenty printed copies of a reply brief, provided the same are filed at least three days before the case is reached in its regular order on the argument docket." 193 Fed. xv. In the *Sixth Circuit*, the following subdivision is added: "7. When an appellant is in default under clause 1 of this rule, the case may be dismissed on motion, or further time may be granted; when an appellee is in default under clause 3 of this rule, the appellant may bring such default to the attention of the court by motion for a summary judgment of reversal, and thereupon the court will entertain such motion, or grant further time, as may seem proper; at the hearing, a party who has not filed a brief as required by this rule, will not be heard orally, unless the court shall so request." 202 Fed. xv. In the *Seventh Circuit*, subdivision 2 reads: "This brief shall contain, in the order here stated, and under the respective titles, 'Statement of Case,' 'Errors Relied Upon,' and 'Brief of Argument.'" To subdivision 3 is added: "Either party, at or before the argument of the cause, may file a supplemental brief strictly confined to matter in reply to the brief of the opposite party." In subdivision 4 after "rule" is inserted, "and Rule 11, *ante*;" and after "notice a plain error," the rule reads, "involving the merits of the case, though not assigned or specified, and though the question be not saved according to the strict rules

25. ORAL ARGUMENTS.[70]

1. The plaintiff in error or appellant in this court shall be entitled to open and conclude the argument of the case; but when there are cross-appeals, they shall be argued together as one case, and the plaintiff in the court below shall be entitled to open and conclude argument.[71]

2. Only two counsel will be heard for each party on the argument of a case.

3. Two hours on each side will be allowed for the argument, and no more, without special leave of the court, granted before the argument begins. The time thus allowed may be apportioned between the counsel on the same side at their discretion: provided ,always, that a fair opening of the case shall be made by the party having the opening and closing arguments.[72]

26. FORM OF PRINTED RECORDS, ARGUMENTS, AND BRIEFS.[73]

All records, arguments, and briefs, printed for the use of the court, must be in such form and size that they can be conveniently bound together, so as to make an ordinary octavo volume.

of practice, if it be apparent of record that the point was contested and not waived in the court below."

[70] In the *Sixth Circuit*, this rule is numbered 23 and reads: "1. Cases will not be taken upon briefs, without oral argument, except by permission of the court on special application made before the case is reached. 2. The appellant shall be entitled to open and to conclude. Cross appeals or cross writs of error shall be argued together as one case, and the plaintiff below shall be considered as appellant under this rule. 3. Two counsel, and no more (unless by special permission), may be heard for each party; but where no brief is filed and no counsel is heard for one party, only one counsel will be heard for the adverse party. 4. One hour and one-half on each side will be allowed for argument, and no more, unless by leave of the court granted before the argument begins. The time thus allowed may be apportioned between the counsel on the same side at their discretion, provided that a fair opening of the case is made by the appellant." 202 Fed. xvi, xvii.

[71] In the *Fourth Circuit*, the following is added to this subdivision: "Where there are cross writs of error the court may direct that they be argued together. In such event the plaintiff in the court below shall be entitled to open and conclude the argument." 193 Fed. xvi.

[72] In the *Second Circuit* subdivision 3 reads: "3. Upon writs of error, appeals in customs cases, appeals in admiralty, appeals from orders granting a preliminary injunction and appeals and petitions for review in bankruptcy, one hour on each side, and in other cases two hours will be allowed for the argument. But in all cases where there are no difficult questions of law and the amount involved does not exceed $500, one-half hour on each side will be allowed. No more time than above specified will be allowed without special leave of the court granted before the argument begins. The time thus allowed may be apportioned between the counsel on the same side at their discretion, provided always that a fair opening of the case shall be made by the party having the opening and closing arguments." In the *Seventh Circuit* these words are added to this rule: "4. Reading at length from briefs or reported cases shall not be indulged." In the *Ninth Circuit*, one hour is allowed on each side for argument.

[73] In the *Second Circuit* this rule reads: "All arguments and briefs printed for the use of the court must be printed upon a page eleven inches long by seven inches wide and must have a margin of at least two inches in width."

27. COPIES OF RECORDS AND BRIEFS.[74]

The clerk shall [75]carefully preserve in his office one copy of the printed

98 Fed. iii. In the *Fourth Circuit:* "All transcripts of record, addenda thereto, arguments, and briefs printed for the use of this court shall be in small pica type, 24 pica 'ems' to a line, on unglazed paper, with an index, and a suitable cover, containing the title of the court, the cause, and the court from which the case is brought into this court, and the number of the case. Size of pages to be 9¼ x 6¼ inches, except that in patent cases the size of the pages shall be 10¾ x 7⅝ inches; that is to say, large enough to bind in copies of Patent Office drawings and specifications without folding. So much of the record as was printed in the court below may be used in this court if it conforms to this rule." In the *Fifth Circuit,* the word "record" in the first line is omitted. In the *Sixth Circuit,* this is rule 21, and reads as follows. "1. Records printed by the clerk shall be of uniform size, printed in small pica type, twenty-four pica type, 24 pica ems to a line, 48 lines to a page, solid, with index, and suitable cover containing the title of the court and cause, the court from which the case is brought to this court, and the number of the case; size of pages to be 9½ by 6½ inches, except that in patent cases the size of the pages will be 10¾ by 7⅝ inches; that is to say, large enough to bind in copies of Patent Office drawings and specifications without folding. The type shall be of a clear, strong face, substantially equivalent to that in which this rule is printed, and the paper shall be wholly unglazed. Each page shall carry, as a running head, in addition to the 48 lines, the name of the paper or of the witness testifying, as found on that page. Each pleading, order, exhibit or other paper shall be separated from the preceding matter by a two-inch space, and shall be headed by its title, in black-face capitals, and its filing date (e. g., 'ANSWER—Filed February 15, 1913'). The full title of the court and cause below shall be given on the title page; elsewhere, both shall be omitted. 2. Printed arguments and briefs of attorneys shall conform, as far as practicable, to the size and style of the printed record, but shall contain about 36 lines to the page, and be leaded with at least two-point leads." 202 Fed. xv. In the *Seventh Circuit* this rule was repealed by the adoption of Rule 35, and Rule 28 was amended by changing it from 28 to 26 (see Rule 28 *infra*). In the *Eighth Circuit* this rule reads: "1. All transcripts of record, arguments and briefs for the use of this court, except in patent causes as hereinafter provided, shall be printed on unglazed paper not less than 6¼ inches in width by 9½ inches in length, including a sufficient margin so that they can be conveniently trimmed and bound in volumes. The paper should equal a weight of 80 pounds per ream on basis of size of sheet 25 by 38 inches. 2. All records and briefs in patent causes may be printed on unglazed paper, of the weight as provided in section one of this rule, of such size that copies of letters patent may be inserted therein without folding, but the size of such records and briefs in patent causes shall not be less than 7½ inches wide and 9½ inches long so that the records and briefs can be conveniently trimmed and bound in volumes. 3. All records, briefs, supplemental transcripts and returns to writs of certiorari shall be printed in clear eleven point or small pica type (never smaller than ten point), of 26 pica or 28 small pica ems to a line and 52 lines, including running head, solid.

[74] In the *Fourth Circuit:* "The clerk shall cause to be bound two copies of the printed record in every case, and of all printed motions, briefs and arguments filed therein; one copy to be carefully preserved in his office, and one copy for the use of the court library. The cost of the same to be paid for by the clerk out of the revenues of his office." 193 Fed. xvi. In the *Sixth Circuit,* this rule is omited. In the *Seventh Circuit* this rule was repealed by Rule 35, and the number of Rule 29 was changed to 27. (See Rule 29.)

[75] In the *Eighth Circuit,* after the words "The clerk shall" and before the words "carefully preserve", the following words are inserted: "cause to be bound in volumes in a substantial manner and shall". 188 Fed. xix.

record in every case submitted to the court for its consideration, and of all printed motions, briefs, and arguments filed therein.

28. OPINIONS OF THE COURT.

1. All opinions delivered by the court shall, immediately upon the delivery thereof, be handed to the clerk to be recorded.[76]

per printed page, containing substantially 1,400 small pica ems. Where testimony or depositions by question and answer are printed the answer shall follow on same line as the question whenever the same can be done. 4. All indexes to records and tabular exhibits, which from their nature require smaller type, may be printed in eight point or brevier type. 5. All covers for records shall be printed in a neat and workmanlike manner on substantial paper equal to a weight of 96 pounds per ream on the basis of a sheet 25 by 40 inches, and shall contain in conspicuous type the following matter, viz.: *First:* Transcript of record. *Second:* United States Circuit Court of Appeals, Eight Circuit. *Third:* The abbreviation for number 'No.' followed by a blank line ¾ of an inch in length. *Fourth:* The title of the cause as will be docketed in this court, viz.: ———, Appellant (or Plaintiff in Error) as the case may be, vs. ———, Appellee (or Defendant in Error). *Fifth:* The words 'In Error to' (or 'Appeal from') as the nature of the case may require, followed by the correct title of the trial court. 6. Unless otherwise expressly directed by counsel, the full titles of the court and cause once correctly shown in the printed transcript shall not be repeated when unchanged. There shall be placed at the head of each subsequent pleading, etc., a brief designation of its character. Unless otherwise expressly directed by counsel, the indorsements on pleadings, etc., shall not be printed in full; it shall be sufficient to print: 'Filed in the ——— Court on ———,' giving the correct date and name of the court. The date of all orders and decrees and the name of the judge or judges making them shall always appear. In printed transcripts the pleadings, orders, testimony of witnesses, etc., shall be separated by a face rule three inches long. The clerk shall indicate to the printer the appropriate places therefor. When inserts are folded several times to conform to the size of the printed record, stubs should be inserted at the binding side of the record to equalize the space occupied by the folds. Unmounted photographs should be used when copies of such are required in printed records. As this rule is intended primarily for the guidance of the printer his attention should be directed thereto before the record or brief is printed. A sample copy of a printed record will be furnished by the clerk of this court on application therefor. Records and briefs not printed in substantial conformity with the provisions of this rule will not be accepted or filed." 188 Fed. xvii, xviii, xix. In the *Ninth Circuit:* "1. All records printed for the use of the court must be printed on unruled white writing paper, nine and one-quarter inches long and six and one-quarter inches wide. The printed page exclusive of any marginal note, reference or running head, must be seven inches long and four inches wide, excepting in patent cases where counsel furnish to the clerk at the time of docketing the cause patent office drawings and specifications for insertion. In such cases the margin of the record may be sufficiently enlarged to accommodate such drawings and specifications. The record must be properly indexed. Pica double-leaded is the only mode of composition allowed. 2. All arguments, briefs, and petitions for rehearing, printed for the use of the court, must be printed on unruled white writing paper, nine and one-quarter inches long and six and one-quarter inches wide. The printed page, exclusive of any marginal note, reference, or running head, must be seven inches long and four inches wide. Pica double-leaded is the only mode of composition allowed."

In the *Third Circuit*, subdivision 1 reads: "1. All written opinions delivered by the court shall be delivered to the clerk and recorded." In the *Fourth Circuit* this first subdivision reads: "1. All opinions delivered by the court

2. The original opinions of the court shall be filed with the clerk of this court for preservation.[77]

3. Opinions printed under the supervision of the judge delivering the same need not be copied by the clerk into a book of records; but, at the end of each term, the clerk shall cause such printed opinions to be bound in a substantial manner into one or more volumes, and when so bound they shall be deemed to have been recorded, within the meaning of this rule.[78]

29. REHEARINGS.[79]

A petition for rehearing after judgment can be presented only at the term at which judgment is entered, unless by special leave granted during the term, and must be printed, and briefly and distinctly state its grounds, and be supported by certificate of counsel; and will not be granted, or permitted to be argued, unless a judge who concurred in the judgment desires it, and a majority of the court so determines.

shall be printed under the supervision of the judge delivering the same, or of one of the Circuit Judges, the cost of such printing to be paid by the clerk out of the revenues of his office and charged to the litigants in the respective cases, to be taxed and allowed as other costs." In the *Sixth Circuit*, subdivision 1 is contained in rule 25. 202 Fed. xvii.

[77] Subdivision 2 omitted in *Third and Sixth Circuits*.

[78] In the *Fourth Circuit* the subdivision 3 reads: "The clerk of this court shall from time to time cause two sets of the printed opinions of this court to be bound in a substantial manner into volumes, one set be kept in the clerk's office and one set to be kept in the court library." In the *Sixth Circuit*, this subdivision occurs in rule 25, as subdivision 2, and is as follows: "2. The clerk shall cause to be printed any manuscript opinion filed with him. An opinion printed under the supervision of the clerk or of a judge need not be copied into a book of records; but at the end of each term, the clerk shall cause such printed opinions to be bound in a substantial manner into one or more volumes, and when so bound, they shall be deemed to have been recorded within the meaning of this rule." 202 Fed. xvii. In the *Seventh Circuit* this rule is number 26. In the *Ninth Circuit* this entire rule reads: "The original opinions of the court shall be filed with the clerk of this court for preservation, and when so filed the same shall be deemed to have been recorded within the meaning of this rule. In the *Eighth Circuit*, subdivision 3 is changed as follows: After the word "printed", in the first line, the words "or prepared" are inserted; and after the word "printed", in the third line, the words "or original" are inserted. 188 Fed. xix.

[79] In the *First Circuit* this rule reads: "A petition for a rehearing after judgment may be filed at the term at which the judgment is entered, and within one calendar month after such entry, and not later, unless by leave granted during the term. It must be in print, in the form and style required by Rule 26, and it must briefly and distinctly state its grounds, and be supported by a certificate of counsel. It will not be granted, or permitted to be argued, unless a judge who concurred in the judgment desires it and a majority of the court so determines. Provided, whenever a judgment is entered within less than a month before the term adjourns, the petition may be filed within a month after the entry of judgment, and with the same effect after the term as though filed before the adjournment." In the *Fourth Circuit*, this rule reads as follows: "A petition for rehearing can be presented only within thirty days after judgment is entered, unless by special leave granted during the term the judgment was entered; and must be printed, and briefly and distinctly state its grounds, and be supported by a certificate of counsel; and will not be granted, or permitted to be argued, unless a judge who concurred in the judgment desires it,

30. INTEREST.[80]

1. In cases where a writ of error is prosecuted in this court, and the judgment of the inferior court is affirmed, the interest shall be calculated and levied, from the date of the judgment below until the same is paid, at the same rate that similar judgments bear interest in the courts of the State or Territory[81] where such judgment was rendered.[82]

2. In all cases where a writ of error shall delay the proceedings on the judgment of the inferior court, and shall appear to have been sued out merely for delay, damages at a rate not exceeding ten per cent., in addition to interest, shall be awarded upon the amount of the judgment.

3. The same rule shall be applied to decrees for the payment of money in cases in equity, unless otherwise ordered by this court.

and a majority of the court so determine. But such petition shall not operate to stay the mandate or other process provided for in rule 32, except by special order of the court." 193 Fed. xvii. In the *Fifth Circuit* insert after "entered," "and within twenty days after such entry," and after "grounds," insert "without argument." In the *Sixth Circuit*, this is rule 28 and reads as follows: "A petition for rehearing after judgment can be presented only within thirty days (at the same or succeeding term) after the day when the printed opinion of the court is filed, and can be obtained by counsel for the parties (which date the clerk will note upon the docket), unless by special leave granted during such thirty days by the court or a judge thereof, and must be printed, and briefly and distinctly state its grounds, and be supported by certificate of counsel, and will not be granted, or permitted to be argued, unless a judge who concurred in the judgment desires it and a majority of the court so determines." 202 Fed. xix. In the *Seventh Circuit* this rule is numbered 27, and reads as follows: "A petition for rehearing must be filed within thirty days after entry of judgment or decree, or after filing of the opinion, shall be in print, and be served forthwith by copy upon the opposing party, who, within twenty days from such service, may file a printed answer, and the petition shall be determined without oral arguments, unless otherwise ordered. If a petition be not filed within the time allowed, and upon the overruling of a petition, the clerk shall, without special order, issue the mandate of the court to the court below. Twenty copies of such petition or answer shall be filed with the clerk of this court." In the *Eighth Circuit* the following takes the place of the first part of this rule up to the words "briefly and distinctly": "1. A petition for rehearing may be presented and filed within sixty days after the date of the judgment or decree, and jurisdiction to hear and decide the questions presented thereby is reserved, notwithstanding the lapse of the term within the sixty days. 2. Such petition for rehearing must be printed and twenty copies thereof filed with the clerk and must." 188 Fed. xix, xx.

[80] In the *Sixth Circuit*, this is rule 26 and reads as follows: "1. Where a judgment or decree of the District Court at law, in equity, bankruptcy or admiralty, requiring the payment of money, is affirmed by this court, interest thereon from its date and until payment shall be calculated and levied at the same rate borne by similar judgments or decrees in the courts of the state where such District Court sits. 2. Where, in any such case, the review in this court has delayed proceedings to collect the award in the District Court, and shall appear to this court to have been had or prosecuted merely for delay, damages at a rate not exceeding ten per cent. of the award, and in addition to interest, may be imposed by this court." 202 Fed. xvii.

[81] In the *First, Third, Fourth, Sixth* and *Seventh Circuits*, the words "or territory" are omitted.

[82] In the *Seventh Circuit* this rule is numbered 28 and the first clause of subdivision 1 reads as follows: "1. When a judgment for the payment of money is affirmed by this court."

4. In cases in admiralty, damages and interest may be allowed, if specially directed by the court.

31. COSTS.[83]

1. In all cases where any suit shall be dismissed in this court, except where the dismissal shall be for want of jurisdiction,[84] costs shall be allowed to the defendant in error or appellee, unless otherwise agreed by the parties.

2. In all cases of affirmance of any judgment or decree in this court, costs shall be allowed to the defendant in error or appellee, unless otherwise ordered by the court.[85]

3. In cases of reversal of any judgment or decree in this court, costs shall be allowed to the plaintiff in error or appellant, unless otherwise ordered by the court. The cost of the transcript of the record from the court below shall be taxable in that court as costs in the case.[86]

[83] In the *Fourth Circuit*, see subdivision 7 of this rule for table of fees and costs. 193 Fed. xviii. In the *Sixth Circuit*, this is rule 27 and reads as follows: "1. Where any case shall be dismissed out of this court for lack of jurisdiction herein, only such costs as are incidental to hearing and determining the question of jurisdiction will be awarded; in all other cases (except when provided by statute or general rule), upon the final disposition of a proceeding in this court, costs will be awarded to the party here prevailing, unless the court, by special direction, denies, otherwise awards or apportions the costs. 2. In cases to which the United States is a party, no costs in this court will be awarded. 3. In denying or apportioning costs under clause 1, the court will enforce, as far as possible, the duty of each party to confine within the limits prescribed by rules 10 and 15 the bill of exceptions, statement of evidence and transcript. 4. The cost of stenographers' transcripts of testimony used in settling a bill of exceptions or a statement of evidence, will not be taxed in this court, but shall be awarded and taxed by the court below after mandate, as this court may direct, or, lacking such direction, as to that court shall seem proper. 5. When costs are allowed, it shall be the duty of the clerk to insert the amount thereof in the body of the mandate or other process sent to the court below, and annex to the same a bill of items taxed in detail. 6. The proper fees of the clerk therefor shall be paid before any transcript of the record in any case shall be transmitted to the Supreme Court." 202 Fed. xix. See in connection wdith this rule the table of Costs established by the Supreme Court for the Circuit Court of Appeals February 28, 1898. 202 Fed. xix.

[84] In the *Eighth Circuit*, the clause, "except where the dismissal shall be for want of jurisdiction," is omitted. In the *Seventh Circuit* this first clause reads: "1. When any suit shall be dismissed in this court, except for want of jurisdiction."

[85] This subdivision in the *Seventh Circuit* begins, "In every case of a judgment or decree affirmed," and rule is numbered 29.

[86] In the *Fourth Circuit*, instead of the last sentence of this subdivision, the following is inserted: "The cost of the transcript of the record and proofs from the court below, and the expense of printing the same, when printed below, shall be taxable in that court as costs in the case. The expense of printing, however, shall be taxed at actual cost (to be shown by the affidavit of the printer), but in no event to exceed twenty cents per folio of one hundred words." 193 Fed. xvii. In the *Seventh Circuit* this subdivision begins: "In every case of reversal of," etc., and the rule is numbered 29. In the *Eighth Circuit*, instead of the second sentence in subdivision 3 of this rule the following is inserted: "Where the record has been printed in this court under the provisions

4. Neither of the foregoing sections shall apply to cases where the United States are a party, but in such cases no costs shall be allowed in this court for or against the United States.[87]

5. When costs are allowed in this court, it shall be the duty of the clerk to insert the amount thereof in the body of the mandate, or other proper process, sent to the court below, and annex to the same the bill of items taxed in detail.[88]

6. In all cases certified to the Supreme Court or removed thereto by *certiorari* or otherwise, the fees of the clerk of this court shall be paid before a transcript of the record shall be transmitted to the Supreme Court.[89]

32. MANDATE.[90]

In all cases finally determined in this court, a mandate, or other proper process in the nature of a *procedendo*, shall be issued, on the order of this court, to the court below, for the purpose of informing such court of the proceedings in this court, so that further proceedings may be had in such court as to law and justice may appertain.

of sections one and two of rule 23, the cost of printing thirty copies of the transcript of record from the court below shall be taxed as costs in the case, unless otherwise ordered by this court, but no allowance shall be made for the amount paid to the clerk of the court below for the written or typewritten transcript of the record. Where the record has been printed in he court below and a copy of such printed record certified to this court the cost of printing twenty-five copies of such record or portion thereof shall be taxable as costs in the case in the court below, unless otherwise ordered by this court." 188 Fed. xx.

[87] In the *Seventh Circuit*, this rule is numbered 29 and this subdivision reads: "4. No costs shall be allowed in this court for or against the United States."

[88] In the *Fourth Circuit*, the words "in detail" are omitted. 193 Fed. xviii.

[89] In the *Eighth Circuit*, the following is added to subdivision 6 of this rule: "except that no fee shall be charged or collected for any printed record or portion thereof, required by law to be used by the clerk in the preparation of such transcript of the record." 188 Fed xxi. In the *Ninth Circuit* this is added to the rule: "7. Upon the clerk's producing satisfactory evidence, by affidavit or the acknowledgment of the parties of their sureties, of having served a copy of any bill of fees due by them, respectively, in this court, on such parties or their sureties, an attachment shall issue against such parties or sureties respectively to compel payment of said fees."

[90] In the *First Circuit* this rule reads: "In every case finally determined, a mandate, or other proper process in the nature of a *procedendo*, shall be issued to the court below, for the purpose of informing that court of the proceedings in this court, so that further proceedings may be had in the court below as to law and justice may appertain. Such mandate, or other process, may issue at any time on the order of the court; but, unless otherwise ordered, it shall issue as of course after two calendar months from the entry of judgment, unless a petition for a rehearing has been filed and remains undisposed of." In the *Fourth Circuit* as follows: "In all cases finally determined in this court, a mandate or other proper process, in the nature of a *procedendo*, shall be issued to the court below, for the purpose of informing such court of the proceedings in this court, so that further proceedings may be had in such court as to law and justice may appertain. Such mandate, or other process, may issue at any time on the order of the court; but, unless otherwise ordered, it shall issue as of course after the expiration of thirty days from the date of the judgment

33. CUSTODY OF PRISONERS ON HABEAS CORPUS.[91]

1. Pending an appeal from the final decision of any court or judge declining to grant the writ of *habeas corpus*, the custody of the prisoner shall not be disturbed.

2. Pending an appeal from the final decision of any court or judge discharging the writ after it has been issued, the prisoner shall be remanded to the custody from which he was taken by the writ, or shall, for good cause shown, be detained in custody of the court or judge, or be enlarged upon recognizance, as hereinafter provided.

3. Pending an appeal from the final decision of any court or judge discharging the prisoner, he shall be enlarged upon recognizance, with surety, for appearance to answer the judgment of the appellate court, except where, for special reasons, sureties ought not to be required.

or decree." 193 Fed. xviii. In the *Fifth Circuit* as follows: "Mandates shall issue at any time after twenty-one days from the date of the decision, unless an application for a rehearing has been granted or is pending. A copy of the opinion of this court shall accompany the mandate when a new trial or further proceedings are to be had in the lower court, and the charge for such copy shall be taxed in te costs of te case. Provided, tat in all cases entitled to precedence in this court under section 7 of the act approved March 3, 1891, and amendments thereto, the mandate or other proper process shall issue after the expiration of seven days from the date of the decision, unless otherwise ordered by the court or one of the judges." In the *Sixth Circuit*, this is rule 29 and reads as follows: "In all cases finally determined in this court, a mandate, or other process in the nature of a *procedendo*, shall be issued to the court below, for the purpose of informing such court of the proceedings in this court, so that further proceedings may be had in such court as to law and justice may appertain. Such mandate shall not issue until time has elapsed for filing a petition to rehear, as defined by rule 28; and no mandate or other process of *procedendo* shall issue when a petition to rehear is pending, unless specially ordered. Every mandate shall be accompanied by a copy of the opinion filed in the cause in which it is issued, and the charge for the same shall be taxed in the costs of the case. In cases not requiring special form of process, the mandate (unless otherwise directed by the court or a judge thereof) shall be issued by the clerk upon the expiration of time for filing rehearing petition, or upon the denial of such petition, and as well in vacation as in term time." 202 Fed. xix. In the *Seventh Circuit* this rule is number 30. In the *Eighth Circuit* the following is added to this rule: "[Note—By an order entered March 30, 1911, the clerk is directed to issue a mandate or other proper process, to the court below, in all cases, 60 days after the final disposition thereof, except in cases where it shall be otherwise expressly ordered.]" 188 Fed. xxi. In the *Ninth Circuit* this rule reads as follows: "In all cases finally determined in this court, a mandate or other proper process in the nature of a *procedendo* shall, upon the payment of any costs due in the case, be issued, as of course from this court to the court below, for the purpose of informing such court of the proceedings in this court, so that further proceedings may be had in such court as to law and justice may appertain. Such mandate, if not stayed by the order of the court, shall be issued on the expiration of thirty days from the date of such final determination unless within said time a petition for rehearing be filed, in which case the mandate shall be stayed until five days after the determination of such petition."

[91] In the *Sixth Circuit*, this rule is numbered 32. 202 Fed. xx. In the *Seventh Circuit* this rule is numbered 31.

34. MODELS, DIAGRAMS, AND EXHIBITS OF MATERIAL.[92]

1. Models, diagrams, and exhibits of material, forming part of the evidence taken in the court below, in any case pending in this court, on writ of error or appeal, shall be placed in the custody of the marshal[93] of this court at least ten days before the case is heard or submitted.

2. All models, diagrams, and exhibits of material, placed in the custody of the marshal for the inspection of the court on the hearing of a case, must be taken away by the parties within one month after the case is decided. When this is not done, it shall be the duty of the marshal to notify the counsel in the case, by mail or otherwise, of the requirements of this rule; and, if the articles are not removed within a reasonable time after the notice is given, he shall destroy them, or make such other disposition of the mandate of this court by the court below.

[92] In the *Sixth Circuit*, this rule is numbered 30 and reads: "1. Physical exhibits, not returned with the record but which are to be used on the hearing, shall be placed in the custody of the marshal of this court at least ten days before the case is heard or submitted. 2. All such physical exhibits shall be taken away by the parties promptly after the mandate issues. When this is not done, it shall be the duty of the marshal to notify the counsel in the case, by mail or otherwise, of the requirements of this rule, and if the articles are not removed within reasonable time after the notic is given, he shall destroy them or make such other disposition of them as to him may seem best." 202 Fed. xix. In the *Seventh Circuit* this rule is numbered 32.

[93] In the *Fourth Circuit*, the word "clerk," is inserted in place of the word "marshal," throughout. 193 Fed. xix.

ADDITIONAL RULES.

In the *First Circuit* there is this additional rule: "*Error in criminal cases.*—On or after the allowance of a writ of error in a criminal case cognizable by this court, the justice or judge who allowed the writ, or the court which entered the judgment, or any judge thereof, shall have power to admit to bail the plaintiff in error, according to the rules of law applicable to this case." 90 Fed. ix.

First Circuit, Bankruptcy.—"1. On the filing of a petition for the exercise of the power of superintendence and revision vested in this court by the act to establish a uniform system of bankruptcy throughout the United States, approved July 1, 1898, or under any acts which may hereafter be passed in addition thereto or amendatory thereof, the clerk shall issue, as of course an order to show cause, returnable two weeks from the date thereof, which shall be served by copy on each of the adverse parties named in the petition as a person against whom relief is desired, or his solicitor in the proceeding in the District Court, at least one week before the return day of the order, which service shall be made by the marshal or his deputy in the district where the party or solicitor served resides. 2. Within one calendar month after the return day of the order to show cause, either party may demur, plead or answer; but the determination of any demurrer, plea or answer, shall be final, and no order to plead over will be allowed; and any party may secure in his answer all the advantages of a demurrer or plea, or both, by inserting therein the proper allegations therefor. No demurrer shall be general, and no cause of demurrer shall be allowed unless specifically set forth therein. 3. There shall be no pleadings in reply by the petitioner; but any new matter properly in reply shall be available without the same being pleaded in the petition, or otherwise. 4. A motion to dismiss may be filed within the time allowed for a demurrer, plea or answer; or the subject matter thereof, if it relates to the substance of the proceeding or to the jurisdiction of the court, may be availed of on demurrer, plea or answer, by proper allegations; and whenever a motion to dismiss is seasonably filed, the time for

filing demurrer, plea or answer, will run from the day on which an order may be entered overruling the motion. Every motion to dismiss shall be filed in print, accompanied with a printed brief; and each of the opposing parties shall forthwith be served by the clerk, through the mail or otherwise, with a copy of the motion and of the brief, and he may file, in print, a brief in reply within two weeks. At the expiration of the time allowed for filing the brief in reply, the motion and briefs will be distributed by the clerk to the circuit judges, and to the district judge, senior in commission, who is not disqualified. Thereupon, the motion will be disposed of by the court on the briefs, unless, at its own suggestion, or for good cause shown, the court shall order oral arguments. 5. So much of Rule 14 as relates *viva voce* proofs in the District Courts, or to further proof in instance causes in admiralty shall apply to appeals and petitions authorized by the act aforesaid, or by acts hereafter passed additional thereto or amendatory thereof; provided any record on any such appeal or petition may be supplemented by any matter agreed to in writing by the parties and filed with the clerk. 6. The rules with reference to records, printing and briefs, and all other rules, except as herein modified, shall apply to the proceedings to which this order relates. 7. Nothing herein shall prevent the court, from time to time, from making, for special cause, orders diminishing or enlarging the times named herein, or any other orders suitable to expedite the proceeding or to prevent injustice." 94 Fed. iii.

In the *Second Circuit: Rule 35, adopted May 3, 1897.*—"1. An appeal or writ of error from a Circuit Court or a District Court to this court in the cases provided for in sections 6 and 7 of the act entitled 'An act to establish Circuit Courts of Appeals and to define and regulate in certain cases the jurisdiction of the courts of the United States and for other purposes, approved March 3, 1891, and acts to amend said act approved February 18, 1895, and January 20, 1897, may be allowed in term time or vacation by the circuit justice or by any circuit judge within the circuit, or by any district judge within his district, and the proper security be taken and the citation be signed by him, and he may also grant a *supersedeas* and stay of execution or of proceedings, pending such writ of error or appeal. 2. Where such writ of error from this court is allowed in the case of a conviction of an infamous crime or in any other criminal case in which it will lie, the District Court, or the judge thereof, or any circuit judge of the circuit shall have power, after the citation is served, to admit the accused to bail in such amount as may be fixed." *Rule 36, May, 1898.*—"1. In all cases the plaintiff in error or appellant on docketing a case and filing a record, shall enter into an undertaking with the clerk, for the payment of his fees or otherwise satisfy him in that behalf. 2. At the expiration of ten days after a case has been decided, the order or decree thereon will be entered by the court, and the clerk will thereupon prepare and tax the bill of costs and issue the mandate. Within said ten days the parties may file with the clerk their proposed orders or decrees and bills of costs with proof of service of the same upon the opposing attorneys." *Rule 37, May 3, 1897.*—"In the preparation of briefs any citations made from Federal Cases must be accompanied by the citation of the original report of the case, or, when the case is not elsewhere reported than in the Federal Cases, by a statement to that effect." *Rule 88, May 3, 1897.*—"Petitions to review orders in bankruptcy filed under the provisions of section 24*b* of the Bankruptcy Act, must be filed and served within ten days after the entry of the order sought to be reviewed, and a transcript of the record of the proceedings in the bankruptcy court of the matter to be reviewed must be filed and the cause docketed within thirty days thereafter, but the judge of the bankruptcy court may for good cause shown enlarge the time for filing the petition or record, the order of enlargement to be made and filed with the clerk of this court before the expiration of the times hereby limited for filing the petition and record respectively."

In the *Third Circuit* the following order was made December 7, 1892: "It is ordered that hereafter there shall be but a single court docket and no 'special docket' and cases shall be placed thereon as follows: I. Those cases on the trial or hearing of which both of the circuit judges shall be competent to sit. II. Those cases on the trial or hearing of which the circuit judge oldest in com-

mission shall be competent to sit. III. Those cases on the trial or hearing of which the circuit judge youngest in commission shall be competent to sit. Under and with respect to each of these three general divisions, there shall be placed first in order upon the docket those cases in which the district judge assigned for the term shall be competent to sit, and immediately thereafter the cases in which he will not be competent to sit. Subject to the foregoing, the cases shall be arranged in proper chronological order. The clerk in making his docket shall not set down for argument any cause for any Saturday of the term for which such docket is intended, and this court will meet on said days for consultation only."

In the *Fourth Circuit:* 35. "*Saturdays Conference Days.*—The clerk in making his docket shall not set down for argument any cause for any Saturday of the term for which such docket is intended, and this court will meet on said days for consultation only." 193 Fed. xix. 36. "*Bankruptcy.*—1. Upon the filing of the petition for review as provided for in section 24 (*b*) of the act to establish a uniform system of bankruptcy throughout the United States, approved July 1, 1898, the clerk of this court shall docket the cause, and shall forthwith serve a certified copy of the petition upon the respondent or respondents, or his or their solicitor, through the mail or otherwise, together with a notice to the respondent or respondents, to answer, demur, or move to dismiss the said petition, within fifteen days from the date of such notice. 2. The petitioner shall cause a certified printed transcript of the record and proceedings of the bankruptcy court of the matter to be reviewed to be filed in the clerk's office of this court within forty days from the date of the filing of his petition for review. 3. By consent of all parties to the cause, by stipulation in writing filed with the clerk of this court, the petitioner may cause a transcript of the record and proceedings of the bankruptcy court of the matter to be reviewed to be filed in the clerk's office of this court in lieu of a certified printed transcript as above mentioned, and thereupon the clerk of this court shall cause the record to be printed as provided in the 23rd rule of this court, and furnish counsel on both sides with three copies each." 193 Fed. xx. "4. And such causes shall stand for hearing in their regular order. But either side may upon ten days' notice given to the opposing counsel, have the cause heard, either at term time, or in vacation, or in chambers, upon the briefs, unless at its own suggestion, or for good cause shown, the court shall order oral argument. 5. That all causes coming up by appeal as provided in section 25 of said bankruptcy act shall stand for hearing in this court, either in term time or in vacation, and may be called up by either party upon ten days' notice, as provided in section 4 of this rule. 6. All rules of this court (except as herein modified) shall apply to the proceedings in bankruptcy to which this rule relates. 7. Nothing herein shall prevent the court, from time to time, from making, for special cause, orders diminishing or enlarging the times named herein, or any other order suitable to expedite the proceeding or to prevent injustice."

In the *Fifth Circuit:* "Unless otherwise ordered by the senior circuit judge, thirty days prior to the opening of a regular session of this court the clerk is directed to assign cases for hearing as follows: At Atlanta, Georgia, four cases per day for the first three days of each week; at Montgomery, Alabama, four cases per day for the first three days of each week; at Fort Worth, Texas, four cases per day for the first three days of each week; at New Orleans, Louisiana, two cases per day for the first three days of each week. The above assignments shall be made in accordance with existing law regulating the return of appeals, writs of error and other appellate proceedings in the Fifth judicial circuit, provided that cases entitled by law to preference in hearing and bankruptcy cases shall be first assigned, and cases whether preference or not may, upon stipulation of the parties filed with the clerk, be assigned for hearing at any other place or session of this court designated in such stipulation. Except as hereinabove provided, the assignment of cases at New Orleans, Louisiana, shall be grouped by states, so as to permit the hearing of cases from one state before the cases from the next state in order shall be called." "*Rule 36. Assignment of judges.*—It is ordered that, whenever a full bench of three judges shall not

be made up by the attendance of the associate justice of the Supreme Court assigned to the circuit and of the circuit judges, so many of the district judges in the order of the seniority of their respective commissions, and qualified to sit, as may be necessary to make up a full court of three judges, are hereby designated and assigned to sit in this court; provided, however, that the court may at any time, by particular assignment, designate any district judge to sit as aforesaid." "*Rule 37. Writs of error in criminal cases.*—1. Writs of error to review criminal cases tried in any District Court of the United States within this circuit, which may be reviewed under the provisions of the act of March 3, 1891, creating this court, and the act of Congress amendatory thereof, approved January 20, 1897, may be allowed in term time or in vacation by the circuit justice assigned to this circuit, by either of the circuit judges, or by any district judge who presided on the trial, and the proper security be taken, and the citation be signed by him, and he may also grant a *supersedeas* and stay of execution or proceedings pending the determination of such writ of error. 2. Where such writ of error is allowed in any criminal case as aforesaid, the District Court, before which the accused was tried, or the trial judge, or the circuit justice assigned to the circuit, or either of the circuit judges shall have the power, after the citation has been duly served, to admit the accused to bail in such amount as may be fixed, such bail bond to be, as near as may be, in the form prescribed in the appendix to these rules." For the appendix to this rule see 90 Fed. xcvii.

In the *Sixth Circuit:* "*Rule 17. Proceedings in forma pauperis.*—1. Applications for leave to proceed in this court pursuant to the act of July 20, 1892, as amended June 25, 1910, must be by special motion with notice under rule 24. If made before return is filed in this court, notice shall be served upon the adverse counsel in the District Court. The showing by affidavit must be sufficient to satisfy this court that the appellant is entitled to the benefit of the act. 2. If appellant was plaintiff or complainant below, he must, with his application to this court, make it appear whether or not any other person—attorney, counsel, or otherwise—is beneficially interested in the recovery sought, and, if so, that every such erson is, because of his poverty, unable to pay, or give security for, the costs from which appellant seeks to be excused." 202 Fed. xii. "*Rule 22. The hearing calendar.*—1. Upon the expiration of the time limited for filing briefs, the case shall stand for hearing when reached. 2. A calendar, containing all cases docketed and not heard, shall be printed by the clerk for the October, January and April sessions. The cases on the calendar which stand for hearing under clause 1 will be called for argument in their order (as far as practicable) on the calendar, except as special advancements may have been made. 3. By leave of court and on motion of either party (1) cases entitled by statute to precedence, (2) criminal cases, (3) appeals, writs of error or petitions to revise in bankruptcy matters, and (4) cases which are for the second time in this court,—may be advanced and set for a designated session. The court may also, on its own motion or for good cause shown on motion of either party, advance any case to be heard at any session, though the time permitted under the rules for filing briefs may not have expired at the day set for hearing. 4. Not more than three cases will be heard on one day (counting, however, as one case, two or more which are heard together). The call for the next day shall, at the adjournment of court, be exhibited in the clerk's office. Counsel choosing to rely on the judgment of the clerk as to the probable time of hearing any case must do so at their own risk. 5. When the case is called, if either party is ready, the case will be heard. If there is no appearance for either party, the case will be dismissed. If the appellant does not appear by counsel or by printed brief but the appellee does appear, the case will be dismissed. If the appellant appears and the appellee does not, the court will hear the appellant. 6. By agreement of counsel in open court or by stipulation filed in the clerk's office, hearing may be continued once to any later session during the term or from the last session of one term to the first session of the next term, but not to a later day during the same session. Subsequent continuances can be made only by the court and will be only for reasons satisfactory to the court; and engagement of counsel in other courts will not be

considered good cause. 7. Two or more cases, involving the same question, may, by order of the court, be heard together, but they must be argued as one cause." 202 Fed. xv, xvi. "*Rule 31. Library.*—All fees collected by the clerk, which are not by law required to be deposited by him in the treasury of the United States, shall constitute a fund to be expended by the clerk under the direction of the presiding judge, in the purchasing, repairing and rebinding of law books for the library of the court; and it shall be his duty to render to the court, for its examination and approval, an annual account of such fees received by him and of his disbursements thereof." 202 Fed. xx. "*Rule 33. Mandamus and prohibition.*—1. The alternative writ of mandamus will not be issued, but, on proper showing, an order to show cause will be made. 2. The party desiring a writ of mandamus or prohibition shall file his petition therefor and showing in support thereof together with such brief or memorandum as he may desire. These need not be, at this time, printed, and notice need not be given. He shall deposit ten dollars with the clerk on account of fees. The clerk shall enter the application on his docket, and informally submit the papers to the court. 3. If the court is of opinion that the application justifies a hearing, an order to show cause will be entered returnable as promptly as the situation permits; if of contrary opinion, an order of denial will be made, and the clerk shall notify the applicant accordingly, enter the case on his docket as closed and return to the applicant the surplus, if any, of the fee deposited. 4. If such order to show cause is made, the clerk shall deliver a certified copy to the applicant, who shall cause the same to be served within the time and in the manner fixed in the order. An answer or return shall be filed on or before the return day as specified in the order or as extended by a judge of this court. Unless within ten days after the filing of such answer or return the appellant makes special motion to award and frame an issue, or, if an issue is framed, then upon the return of the proceedings thereon, and unless the court orders a hearing as upon motion, the matter shall stand for hearing upon the calendar, and the clerk shall receive the remaining twenty-five dollars of the usual fee deposit, estimate and require a deposit for printing and print the record, briefs shall be filed and the matter, in all respects proceed like other docketed causes." 202 Fed. xx, xxi. "*Rule 34. Petitions to revise in bankruptcy.*—1. A petition to revise shall contain: First, a concise history of so much of the proceedings before the referee and the District Court as may be necessary to make plain the errors assigned; second, an assignment of the errors in respect to which revision in matter of law is sought; third, as exhibits to the petition, copies certified by the Clerk of the District Court of each paper or proceeding relied upon to support the errors assigned; and fourth, any findings of fact that may be filed pursuant to clause 2 hereof; but a petition to revise shall not be filed so late as to delay the hearing of any appeal that may have been taken in the same manner; and it may incorporate, by reference and without repeating, any parts of the return in such appeal. 2. Whenever the District Court has made any order in a proceeding in bankruptcy which involves or depends upon facts made to appear otherwise than solely by the pleadings in the matter, and the District Judge is notified in writing by any party that he intends to file a petition to revise and deems findings of fact to be necessary, it shall be the duty of the District Judge, as soon as possible, to make and file with the clerk of the District Court his findings of fact in such matter. 3. At or before the filing of such petition, a complete copy thereof shall be served upon counsel for each separate, adverse interest, and the petition, when offered for filing, shall contain due proof or acknowledgment of such service. 4. Unless within ten days after the filing of such petition an adverse party in interest shall file an answer denying the accuracy of the exhibits to the petition, or setting out as exhibits certified copies of additional papers or proceedings which are thought to bear upon the errors assigned, the accuracy and completeness of the exhibits shall be presumed to be admitted. Such answer may also incorporate by reference any orders or records in any co-pending appeal. 5. Upon the coming in of such answers or the expiration of such ten days, such petition shall stand for hearing, and the clerk shall estimate and require deposit for and cause the record to be printed, and briefs shall be filed, all as in other causes." 202 Fed. xxi

In the *Eighth Circuit* there are the following additional rules: "*Rule 35. Writs of error in criminal cases.*—1. Writs of error to review criminal cases tried in any District Court of the United States within this circuit, which may be reviewed under the provisions of 'The Judicial Code,' approved March 3, 1911, may be allowed in term time or in vacation by the Circuit Justice assigned to this circuit, or by either of the Circuit Judges within the circuit, or by any District Judge within his district, and the proper security be taken, and the citation signed by him, and he may also grant a *supersedeas* and stay of execution or proceedings, pending the determination of such writ of error. 2. Where such writ of error is allowed in the criminal cases aforesaid, the District Court before which the accused was tried, or the District Judge of the district wherein he was tried, within the district, or the Circuit Justice assigned to the circuit, or the Circuit Judges within the circuit, shall have the power, after the citation has been duly served, to admit the accused to bail in such amount as may be fixed, such bail bond to be, as near as may be, in the form prescribed in the appendix to these rules." 188 Fed. xxii. "*Rule 36. Petitions to revise.*—A petition to revise under the provisions of section 24*b*, of the bankruptcy law, approved July 1, 1898, shall be filed and docketed as an original action in this court, and be entitled '————————, Petitioner, v. ————————, Respondent,' and shall specifically designate the respondent or respondents upon whom the petitioner desires notice to be served, and a sufficient number of copies of such petition shall be furnished the clerk at the time of filing so that a copy may be served upon each of the respondents." 188 Fed. xxii. "*Rule 37. Order of court.*—1. Before the filing of a petition to revise, the same shall be presented to the court, or one of the circuit judges, for leave to file same and for an order fixing the return day to the notice required by law. 2. When such petition is accompanied by a written consent that the petition to revise may be filed and a waiver by the respondent or respondents, or their counsel, of such notice, no notice will be issued. In such cases the case will be docketed by the clerk." 188 Fed. xxii, xxiii. "*Rule 38. Notice.*—The notice to be given, as provided by law, shall be issued by the clerk of this court, under the seal thereof, and shall be addressed to the respondent or respondents and be served by the marshal, unless an acknowledgment or acceptance of service thereof is made by the respondent or respondents, or their counsel." 188 Fed. xxiii. "*Rule 39. Response.*—The response to the petition, when the respondent elects to make a written response, shall be filed within thirty days after the service of the notice or the filing of a waiver thereof." 188 Fed. xxiii. "*Rule 40. Printing of record.*—1. The clerk shall cause the petition and exhibits thereto, if any, and the order, notice and response, if any, to be printed as soon as convenient after the response is filed or the time for filing such response has expired and shall distribute the printed copies of same to counsel for the respective parties, as soon as the same are printed." 188 Fed. xxiii. "*Rule 41. Briefs and arguments.*—Twenty copies of the brief and argument in behalf of petitioner shall be printed and filed twenty days before the day set for the hearing and twenty copies of the brief and argument for the respondent or respondents shall be printed and filed eight days before the day of hearing." 188 Fed. xxiii. "*Rule 42. Hearing.*—1. Petitions to revise filed in vacation, shall be assigned by the clerk for hearing in their regular order at the next session or term of the court in the same manner as appeals and writs of error in other cases. 2. Petitions to revise filed during a session of the court, when a sufficient showing of urgency is presented, may be set for hearing at that term and upon such terms and conditions as the court may direct. 3. Petitions to revise assigned by the clerk in their regular order as provided in section one of this rule, when such assignment is for a day near the close of the session, may be advanced by order of the court and set for an earlier day, upon good cause shown therefor by either of the parties." 188 Fed. xxiii, xxiv. "*Rule 43. Costs.*—1. The costs and fees now provided by law in cases upon appeal or writ of error, shall, so far as the same are applicable, be taxed on petitions to revise. 2. Upon the determination of a petition to revise such order as to costs will be made as the court may deem necessary." 188 Fed. xxiv. "*Rule 44. Proceedendo.*—1. In all cases on a petition to revise

wherein the action or decree of the district court, complained of, is disapproved by this court, the clerk shall, at the expiration of thirty days from and after the date of entering the decree in this court, issue process in the nature of a *procedendo* to the said district court for the purpose of informing such court of the proceedings in this court, so that further proceedings may be had in such district court in conformity with the decree of this court. 2. In all cases on petition to revise, wherein the action or decree of the district court, complained of, is approved and confirmed, or said petition dismissed, by this court the clerk shall, at the expiration of thirty days certify a copy of such decree to the district court." 188 Fed. xxiv. "*Rule 45. Appeals and writs of error in bankruptcy cases.*—1. The appeals and writs of error provided for by section 25 of the bankruptcy law, approved July 1, 1898, shall be governed by the same rules and regulations as to costs and procedure as are provided by this court for appeals and writs of error in other cases." 188 Fed. xxiv.

In the *Ninth Circuit:* "*Rule 35. Assignment of causes for hearing.*—Thirty days prior to the opening of any calendar session of the court, the clerk is directed to assign causes for hearing at the rate of one case for the first day of each term session, and two cases per day for each of the ensuing court days of such term or session. Causes shall be grouped by States, and assignments made, so as to permit the hearing of causes from one State before the causes from the next State in order shall be called; causes from the Northern District of California shall be assigned for hearing last. Any causes entitled by law to preference in hearing shall be first assigned and take precedence over other causes from the same State. 2. A stipulation to continue a case to the foot of the calendar or in any way change the day assigned for hearing, will not be recognized as binding upon the court, and no such change will be made except by order of the court for reason shown. 3. Ten days before each calendar session of the court the clerk shall prepare and cause to be printed a calendar of the causes assigned for the approaching session." "*Rule 36. Terms and sessions of the court.*—1. One term of this court shall be held annually on the first Monday of October and adjourned sessions on the first Monday of each month in the year. All sessions shall be held at San Francisco unless otherwise especially ordered by the court. 2. The October, February and May sessions shall be known as calendar sessions, and shall be sessions for the trial of all causes that shall have been placed upon the calendar in pursuance of Rule 35. 3. A term of this court shall be held annually in the city of Seattle in the State of Washington and in the city of Portland in the State of Oregon. The Seattle term shall be held beginning upon the second Monday in September, and the term at Portland shall be held beginning upon the third Monday in September. All appeals and writs of error from the Circuit and District Courts for the district of Washington, the transcripts of which shall be filed in this court between the first day of April and the first day of August of each year, shall be heard at said annual term in the city of Seattle, unless it be stipulated by the parties thereto that they be heard at San Francisco. All other appeals and writs of error from said Circuit and District Courts for that district shall be heard at San Francisco, unless it be stipulated by the parites thereto that they be heard at said annual term in the city of Seattle. All appeals and writs of error from the Circuit and District Courts for the district of Oregon, the transcripts of which shall be filed in this court between the first day of April and the first day of August of each year, shall be heard at said annual term in the city of Portland, unless it be stipulated by the parties thereto that they be heard at San Francisco. All other appeals and writs of error from said Circuit and District Courts for that district shall be heard at San Francisco, unless it be stipulated by the parties thereto that they be heard at said annual term in the city of Portland. Appeals and writs of error from the Circuit and District Courts for the Districts of Iowa and Montana, and from the District Courts of Alaska may, upon the stipulation of the parties thereto, be heard at the annual term to be held either at Seattle or Portland." "*Rule 37. Photograph of Chinese to be attached to bail bond.*—Whenever, in cases of deportation of Chinese, the defendant be admitted to bail pending appeal, before the bond be approved and the party released from custody a photograph of the defendant shall be attached to said bond."

ADMIRALTY RULES OF THE CIRCUIT COURT OF APPEALS FOR THE SECOND AND NINTH CIRCUIT.

The following are the rules in Admiralty adopted on July 1, 1892.

RULE I.

APPEALS AND NEW PLEADINGS.

An appeal to the Circuit Court of Appeals shall be taken by filing in the office of the clerk of the District Court, and serving on the proctor of the adverse party, a notice signed by the appellant or his proctor that the party appeals to the Circuit Court of Appeals from the decree complained of.

The appeal shall be heard on the pleadings and evidence in the District Court, unless the appellate court, on motion, otherwise order.

RULE II.

NOTICE AND BOND.

SECTION 1. When a notice of appeal is served, the appellant shall file in the clerk's office of the District Court a bond for costs of the appeal, with sufficient surety, in the sum of $250, conditioned that the appellant shall prosecute his appeal to effect and pay the costs, if the appeal is not sustained. Such security shall be given within ten days after filing the notice, or the appeal shall be deemed abandoned, and the decree of the court below enforced, unless otherwise ordered by a judge of this court.

SEC. 2. And if the appellant desires to stay the execution of the decree of the court below, the bond which he shall give shall be a bond with sufficient surety in such further sum as the judge of the District Court or a judge of this court shall order, conditioned that he will abide by and perform whatever decree may be rendered by this court in the cause, or on the mandate of this court by the court below.

SEC. 3. The appellant shall, on filing either of such bonds, give notice of such filing, and of the names and residences of the sureties, and if the appellee, within two days, excepts to the sureties, they shall justify, on notice, within two days after such exception.

RULE III.

REVIEW IN PART ONLY.

The appellant may also, at his option, state in his notice of appeal that he desires only to review one or more questions involved in the

cause, which questions must be clearly and succinctly stated; and he shall be concluded in this behalf by such notice, and the review upon such an appeal shall be limited to such question or questions.

RULE IV.

APOSTLES ON APPEAL TO CONTAIN.

SECTION 1. The apostles, on an appeal to this court, shall, in cases where a general notice of appeal is served, consist of the following:

(1) A caption exhibiting the proper style of the court and the title of the cause, and a statement showing the time of the commencement of the suit; the names of the parties, setting forth the original parties and those who have become parties before the appeal, if any change has taken place; the several dates when the respective pleadings were filed; whether or not the defendant was arrested, or bail taken, or property attached, or arrested, and if so, an account of the proceedings thereunder; the time when the trial was had, and the name of the judge hearing the same; whether or not any question was referred to a commissioner, or commissioners, and if so, the result of the proceedings and report thereon; the date of the entry of the interlocutory and final decrees; and the date when the notice of appeal was filed.

(2) All the pleadings, with the exhibits annexed thereto.

(3) All the testimony and other proofs adduced in the cause.

(4) The interlocutory decree and any order of the court which appellant may desire to have reviewed on the appeal.

(5) Any report of a commissioner or commissioners to which exception may have been taken, with the order or orders of the court respecting the same, and the exceptions to the report, and so much of the testimony taken in the proceeding as may be necessary to a review of the exceptions.

(6) All opinions of the court, whether upon interlocutory questions or finally deciding the cause.

(7) The final decree, and the notice of appeal; and

(8) The assignments of error.

SEC. 2. All other papers shall be omitted unless otherwise ordered by the judge who heard the cause.

SEC. 3. Where the appellant shall appeal specially and seek only to review one or more questions involved in the cause, the apostles may, by stipulation between the proctors for the respective parties, contain only such papers and proceedings and evidence as are necessary to review the questions raised by the appeal.

RULE V.

CERTIFYING RECORDS.

The appellants shall, within thirty days after giving notice of appeal, procure to be filed in this court the apostles certified by the clerk of the District Court, or in case of a special appeal, the stipulated record.

with the certification by the said clerk of all papers contained therein on file in his office.

RULE VI.

IF APPEARANCE OF APPELLEE NOT ENTERED.

If the appellee does not cause his appearance to be entered in this court within ten days after service on his proctor of notice that the apostles are filed in this court, the appellant may proceed *ex parte* in the cause, and have such decree as the nature of the case may demand.

RULE VII.

NEW ALLEGATIONS, ETC.

Upon sufficient cause shown, this court or any judge thereof, may allow either appellant or appellee to make new allegations or pray different relief, or interpose a new defense, or make new proofs. Application for such leave may be made at any time after the perfecting of the appeal to this court, and within fifteen days after the filing in this court of the apostles, and upon at least four days' notice to the adverse party or his attorney of record.

RULE VIII.

NEW PLEADINGS—NEW TESTIMONY.

If leave be granted to make new allegations, pray different relief or interpose a new defense, the moving party shall, within ten days thereafter, serve such new pleading, duly verified, on the adverse party, who shall, if such pleading be a libel, within twenty days answer on oath.

If leave be given to take new testimony, the same may be taken and filed within thirty days after the entry of the order granting such leave, and the adverse party may take and file counter-testimony within twenty days after such filing.

RULE IX.

NEW TESTIMONY—HOW TAKEN.

Such testimony shall be taken by deposition before the clerk of this court, or any United States commissioner, or any clerk of a District or Circuit Court of the United States, or any notary public, upon reasonable notice, in writing, given to the opposite party or his attorney of record, either in this court or in the court below, which notice must state the name or names of the witness or witnesses and the time and place of taking his or their deposition or depositions; or by commission issued out of this court with interrogatories annexed. Upon sufficient cause shown, the court may grant an open commission.

RULE X.

PRINTING NEW PLEADINGS AND TESTIMONY.

If new pleadings are filed or testimony taken in this court, the same shall also be printed and furnished by the clerk, as in the 23d General Rule provided.

RULE XI.

MOTIONS.

All motions shall be made upon at least four days' notice.

ADDITIONAL ADMIRALTY RULES OF THE CIRCUIT COURT OF APPEALS FOR THE SECOND CIRCUIT.

RULE XII.

WRIT OF INHIBITION.

A writ of inhibition may be awarded by this court on motion of the appellant, to stay proceedings in the court below when circumstances require.

RULE XIII.

MANDAMUS.

A mandamus may, in like manner, be obtained, to compel a return of the apostles when unreasonably delayed by the clerk or court below.

RULE XIV.

CASES TO BE PLACED ON DOCKET.

Each case shall be placed on the docket as soon as the printing of the apostles is completed by the clerk.

RULE XV.

BRIEFS.

SECTION 1. Counsel for the appellant shall file with the clerk of this court, at least twenty days before the case is called for argument, ten copies of a printed brief and shall at the same time serve two copies thereof on the proctors of record, or on the counsel engaged upon the opposite side. This brief shall contain in the order here stated:

(1) A statement of the nature of the appeal, the court from which the appeal is taken, and a concise abstract or statement of the case, presenting succinctly the questions involved, and the manner in which they were raised.

(2) If the pleadings have been amended in this court or new proofs

have been taken, it shall be stated what amendments have been made and in what respect the new proofs have changed, or tended to change, the case as made in the court below.

(3) A brief of the argument, exhibiting a clear statement of the points of law or facts to be discussed, with a reference to the folios of the record or to the number of the questions, and the authorities relied upon in support of each point.

SEC. 2. The counsel for the appellee shall file with the clerk of the court ten printed copies of his brief and serve two copies thereof at least ten days before the case is called for argument. His brief shall be of a like character with that required of the appellant, and in case new proofs are taken on behalf of the appellee, the brief shall so state and wherein the new proofs have changed the case as made in the court below.

SEC. 3. The reasonable expense of printing briefs shall be an item of taxable costs.

RULE XVI.

MANDATES.

The decrees of this court shall direct that a mandate issue to the court below.

RULE XVII.

EXTENSION OF TIME.

The time specified in the foregoing rules for any proceeding may be extended by order of a judge of this court.[1]

RULE XVIII.

WHEN RULES OF DISTRICT COURTS TO APPLY.

In all matters, in civil causes of admiralty and maritime jurisdiction, not expressly provided for by the foregoing rules of this court, the rules of practice of the District Court of the district in which the cause was decided, being in force at the time (not being inconsistent with these rules), will be adopted so far as may seem proper.

RULE XIX.

The following of the general rules of this court, and no others, shall be deemed admiralty rules, viz.: Rules 3, 4, 5, 6, 7, 9, 11, 12; section 4 of rule 14; rules 15, 16, 17, 18, 19, 20, 21, 22; amended rule 23; rules 25, 26, 27, 28, 29, section 4 of rule 30; rules 31, 33, 34, and 36.

[1] The same rule prevails in the Ninth Circuit there numbered XII.

VI.

RULES

OF

THE COURT OF CLAIMS OF THE UNITED STATES.

CLERK'S OFFICE.

1. The clerk's office will be open every day, except Sundays, Saturdays, and holidays, from 9:30 A. M. to 4 P. M. On Saturdays the office will be closed at 3 P. M. and during the Christmas holidays at 1 P. M.

2. When the court is in session, both the chief clerk and the assistant clerk will be at the office during office hours. In vacation they may arrange their hours to suit each other and the public business.

3. The chief clerk will have charge of the journal of the court, of the law docket and the calendar, and of the printing; and he will also prepare the reports to Congress.

4. The assistant clerk will attend to office business, and will have charge of the general docket, the notice book, and the giving of notices under these rules.

5. In the absence of the chief or the assistant clerk, his duties will be performed by the other.

ATTORNEYS AND COUNSEL.

6. Suits may be commenced by the claimant in person, or through his attorney in fact, or an attorney of this court. If the claimant is represented by an attorney in fact, the power must be filed with the clerk, and its execution must be proved or acknowledged before an officer authorized to take acknowledgments of deeds.

7. In Congressional and Departmental cases attorneys may enter an appearance prior to the filing of a petition, by filing a power of attorney from the claimant, or legal representatives, or heirs of the deceased claimant.

8. Any person of good moral character, who has been admitted to practice in the Supreme Court of the United States, or in the highest court of the District of Columbia, or in the highest court of any State or Territory, may be admitted, on motion in open court, to practice as an attorney and counselor of this court.

He may also be admitted by an order at chambers, on its being shown by affidavit or otherwise that he is qualified as above provided.

9. There shall be put one attorney of record for the claimant in any case at any one time. A firm of attorneys will be regarded as the attorney of record.

10. A claimant may change his attorney on such conditions as the court may prescribe. The moving party must produce the consent of the attorney of record or his duly authorized representative or must certify or show by affidavit that the attorney of record has been notified of the filing of the motion. If no objection to the substitution be filed by the attorney of record within ten days thereafter, the motion will be allowed.

If the attorney of record resides at a distance, the court will not act on the motion until a reasonable time has elapsed for his objection to be filed.

The motion when submitted must be accompanied either by a power of attorney from the claimant containing a power of substitution or by the certificate of the attorney of record that the substitution is made with the knowledge and assent of the claimant.

11. Petitions, pleadings, and motions on the part of the claimant must be signed by the attorney of record; pleadings and motions on the part of the United States, by the proper assistant attorney-general.

12. Should any Indian or Indians interested desire to appear in any action under act of March 3, 1891, chapter 538 (1 Supp. R. S., 2d ed. 913), and defend by an attorney employed by them, application therefor shall be made to the court, showing such interest, the name of the Indian or Indians interested, of the attorney employed, and the approval of the Commissioner of Indian Affairs in that behalf, whereupon the court will make an order allowing such appearance and defense by the attorney employed.

13. Counsel other than the attorney of record may be heard on either side at the trial or at any stage of the proceedings, but shall not be entitled to file pleadings, give notices, or make motions.

14. Attorneys of record, or the claimant if he appear in person, on appearing in a suit, will register with the clerk of the court a post-office address, to which all notices required by these rules or ordered by the court may be sent.

15. Attorneys for claimants in Indian depredation cases desiring the court to make an allowance of attorney's fees for prosecuting the claim shall, on or before the submission of the cause, file a written statement of their employment, giving the date thereof, showing the services performed, and, if any, what unusual services have been rendered or expenses incurred by them.

THE PETITION.

16. Suits shall be commenced by petition, verified in the manner provided by law, and filed in the office of the clerk, with one extra copy in print or typewriting. The clerk will note thereon the day of filing, and will cause a copy to be forwarded to the Attorney-General. Within twenty days thereafter the claimant shall have printed thirty copies of such petition, retaining ten copies for the trial record and filing remaining copies in the clerk's office, unless the court, on motion, for good and sufficient cause, waives the printing of the petition.

Ten of said copies shall be for the Attorney-General.

The petition must comply with the law respecting what action has been had thereon before Congress or any of the Departments, the ownership of the claim, and what transfer, or assignments, if any, have been made, and must also set forth:

(1) The title of the action, with the full Christian and surnames of all the claimants.

(2) A plain, concise statement of the facts, giving venue and date, free from argumentative, irrelevant, and impertinent matter.

(3) In every case transmitted by the head of a Department, by Congress, or a committee thereof, a copy of the order of transmission shall be set out or annexed, as provided by par. 5, Rule 27.

(4) The claimant must state distinctly the amount for which he demands judgment, or the relief for which he prays.

17. If the claim be founded upon an act of Congress, or upon a regulation of an Executive Department, the act and the section thereof upon which the claimant relies must be specified, and the particular regulation of the Department must be stated in terms.

18. If the claim be founded upon an express contract with the United States, the substance of such contract must be set forth in the petition and, if it be in writing, the original or a copy must be annexed thereto. If it be founded upon an implied contract, the facts upon which the claimant relies to prove a contract must be specified. If it consists of several matters or items, each must be separately stated.

Statutes of limitation.

19. If it appear on the fact of the petition that the claim first accrued more than six years before the petition was filed, the claimant must aver therein the existence and period of duration of some disability, recognized by law, which prevented his filing his petition within that time, in default whereof it will be considered that no such disability existed, and the petition may be dismissed on motion.

20. In cases under section 14 of the act of March 3, 1887, chapter 359 (1 Supp. R. S., 2d ed., 559), if any statute of limitation has applied to the claim, the claimant shall set out in his petition any facts bearing upon the question whether the bar of such statute should be removed, or which shall be claimed to excuse the claimant for not having resorted to any established legal remedy.

21. If the claimant, in avoidance of the bar of limitation, aver in his petition the existence and duration of any such disability, and it thereby appears that after the disability ended more than three years had elapsed before the petition was filed, the petition may be dismissed on motion.

22. If upon the face of the petition it does not appear when the claim first accrued, the court may require the claimant to make the petition definite and certain in that regard, and in default thereof may dismiss the suit.

23. Averments in regard to the time when a claim first accrued, or in regard to an alleged disability of the claimant, will be held to be put in issue by the defendants' general traverse.

Verification of petition.

24. If the petition be verified by any one other than the claimant, a power of attorney authorizing him to prosecute the suit or make the verification must be annexed to the petition and filed therewith.

Before the rendition of judgment the court may require the attorney of record to satisfy it that the party executing such power of attorney is still living.

In all cases where a petition is dismissed, and the court has jurisdiction so to do, a formal judgment shall be entered against the claimant in favor of the United States.

Petition in Indian Depredation cases.

25. The petition must set forth:

(1) The title of the action, with the full Christian and surnames of all the claimants, and the name of the band, tribe, or nation of defendant Indians.

(2) The residence and citizenship of each of the claimants and the damages sought to be recovered.

(3) A plain, concise statement setting forth the facts and circumstances upon which such claims are based, giving place and date, the persons, classes of persons, tribe or tribes or band of Indians by whom the alleged illegal acts were committed, the property lost or destrroyed, and the value thereof, and any other facts connected with the transaction and material to the proper adjudication of the case, free from argumentative and impertinent matter.

(4) Whether the claim has been examined, approved, and allowed by the Secretary of the Interior, or under his direction; and, if so, for what amount, the date thereof, and refer briefly to the official letter, report, or document showing such action, and state whether claimant elects to reopen the case and try the same before the court or desires judgment for the amount so allowed.

Petition in French Spoliation cases.

26. Parties having a common interest, growing out of the seizure of the same vessel or its cargo, may unite in one petition for the recovery of their respective claims, which may be heard together.

Where insurance was made in his own name by one for himself and others, or as agent for others, or by a keeper of an insurance office, in either case, or in case of an agent for underwriters, in respect of a policy or a loss thereunder from spoliation, his administrator, appointed in the jurisdiction of his last domicile, may file one petition on each policy for all the underwriters thereon, and the personal representatives of the underwriters may come in and be heard thereon in respect of their respective interests.

To avoid multiplicity of petitions in behalf of separate underwriters upon a single policy, the personal representative of any one may file a

petition for his decedent setting up the interest of all underwriters upon the same policy, and thereafter.

On or before January 20, 1887, the representatives of any or all the other underwriters on the policy may by motion be permitted to become parties to that petition, and they will be heard as to their respective interests after filing letters of administration.

When the petition of the owners of a vessel or its cargo sets out an insurance thereon, the insurers may, under the same restrictions and in the same manner, on motion, prosecute their respective interests in the same case.

Where claimants are firms or joint owners, the petition of the personal representative of the last survivor may be made in behalf of all, and the personal representatives of the others may come in and be heard in respect to their interests.

Petitions in cases under the Bowman and Tucker acts.

27. In cases for stores and supplies the petition shall embrace the following:

(1) An allegation as to loyalty of the party from whom the stores or supplies were taken or person furnishing same.

(2) If the suit is by legal representative it must be alleged when and by what authority such party was appointed such representative. And it must be alleged that the claimant brings into court his warrant of authority.

(3) It must be alleged whether the claim was before the Commissioners of Claims, Quartermaster-General, or Commissary-General of Subsistence, and with what result, together with a brief statement of the ground given for the decision.

(4) It must show the items of account before said commission or officers, and which of said items are now presented to this court.

(5) It must be stated which House of Congress or committee referred the case, with the date thereof, and if by bill a copy thereof shall be annexed to the petition.

It must be stated, where it is known to the claimant, what officers, regiments, brigades, or commands took or were furnished with stores or supplies or occupied the real estate in suit, or it will be ground for continuance.

Where printed copies of the petition have not been filed pursuant to Rule 16, the attorney for the claimant will file in the clerk's office, for transmission to the Attorney-General, two typewritten copies of the petition, and an entry to that effect will be made on the docket.

(6) In Congressional cases for the use or destruction of buildings of whatever character, the evidence, in addition to that required respecting the loyalty of the claimant, must show as specifically as may be when and how long such buildings were occupied or when destroyed, and by whose authority, the purpose of such use or destruction, when such buildings were constructed, the dimensions thereof, of what material constructed, the cost of such buildings and their furnishings, together with the condition

and value of such buildings when used or destroyed, or both. In short, all the elements essential to enable the court to judicially determine what amount, if any, should be allowed for the rent or destruction of such buildings, or both.

Petitions in Departmental and Congressional cases.

28. After the filing of a case transmitted to the court by the head of an Executive Department or by Congress, or either House, or by a committee thereof, any person directly interested in the case may appear as a party therein by filing his petition, under oath, in accordance with Rules 16 and 17.

29. Any person claiming to be indirectly interested in any question involved in such case may appear and be heard on the one side or the other, as his interest may require, upon filing a petition, under oath, setting forth specifically and concisely how he claims to be interested, and submitting the questions raised to the decision of the court.

30. If no claimant directly or indirectly interested appears and files his petition within six months, the Attorney-General, upon thirty-days' notice to the parties who appear by the papers transmitted to be interested therein, may set the case down for trial upon such evidence as he may submit. Where such case was transmitted by the head of an Executive Department the court will proceed to try the case upon the statement made by the head of such department.

Amendment to petition.

31. When the claimant cannot state his case with the requisite particularity without an examination of papers in one of the Executive Departments, and has been unable to obtain a sufficient examination of such papers on application, he may file a petition stating his claim as far as is in his power, and specifying as definitely as he can the papers he requires. The court will then, upon motion, call upon the proper department for such information or papers as may be deemed necessary, and when the same are furnished the petition may be amended and take the place of the original petition.

32. A claimant desiring to amend his petition or to introduce new parties may do so at any time before final submission, without special leave, by filing an amended petition embodying the amendments desired. The right to make such amendments or to introduce new parties is subject to the objection of the defendants either before or at the trial.

33. The court or the chief justice or a judge in vacation may, on motion, require a claimant to make his petition more specific, or to make and file a duly verified bill of particulars within a time fixed, and in case of failure so to do the petition may be dismissed.

EXECUTORS, ADMINISTRATORS, WIDOWS, AND NEXT OF KIN.

34. If the claimant be an executor, administrator, guardian, or other representative appointed by a judicial tribunal, a duly authenticated copy of the record of the appointment must be filed with the petition.

35. If the claimant die pending the suit, his death may be suggested on the record, and his proper representative, on filing a duly authenticated copy of the record of his appointment as executor or administrator, may be admitted to prosecute the suit without special leave, but subject to the objection of the defendants either before or at the trial.

36. Where a suit is prosecuted in the name of the widow of the deceased claimant, it must be shown by evidence that the present claimant is the widow of the deceased; and where it is prosecuted in the name of the heirs or next of kin of the deceased it must be shown that they are his only heirs or next of kin.

PLEADINGS.

37. Demurrers and pleas must be filed within sixty days after the filing of the petition, unless the court extend the time.

38. If a demurrer be sustained, the claimant may, once of right, amend his petition, within such time as the court may direct; but if he decline to amend, judgment will be rendered dismissing the petition.

39. If a demurrer be overruled the defendants may of right plead to the petition within such time as the court may direct; but if they decline so to do, the claimant may proceed with the case, but shall not have judgment for his claim or for any part thereof, unless he shall establish the same by proof satisfactory to the court.

40. Within three months after the filing of a set-off or counter-claim by the defendants, the claimant must answer the same by replication under oath, unless the court extend the time for twenty days.

41. When the Attorney-General pleads, under section 1086 of the Revised Statutes, that the claimant has practiced or attempted to practice fraud, he shall set forth the facts with sufficient particularity to enable the claimant to answer the same in detail, and the claimant shall, within three months after the filing of said plea, reply to the same with like particularity, under oath, unless the court extends the time for ten days.

42. Unless the Attorney-General shall, within sixty days after the service of the petition upon him, appear and defend by filing a demurrer plea or answer, and by filing a notice of any counterclaim, set-off, claim of damages, demand, or defense in the premises, a general traverse of the petition shall be considered as entered on the part of the defendants, and the case shall be proceeded with the same as though an answer of general traverse had been filed.

MOTIONS.

43. Motions will be heard in the first instance before the chief justice or a judge at chambers. They must be in writing and come to him through the clerk's office. Those which are *ex parte* will be acted upon; those which are not *ex parte* will be sent to the law calendar for argument unless accompanied by the consent of the opposite party.

44. In cases where the action of the court is necessary, or where the above procedure will not be properly applicable, the moving party may

call the attention of the court to the fact and request such disposition of the motion as may be deemed suitable or necessary.

45. A motion to amend a petition under Rule 32 will be regarded as *ex parte* and entered as allowed by the clerk, and the suggestion of the death of the claimant and the motion to substitute his executor or administrator, under Rule 35, will also be regarded as *ex parte* and entered as allowed by the clerk. A motion to consolidate cases involving substantially the same issues will also be regarded as *ex parte*. But these orders will be subject to the objections of the defendants, either at or before the trial.

Any brief filed in connection with a motion must be printed or typewritten.

WITNESSES.

46. When a petition is filed and the proper Department, in response to calls therefor, has without unnecessary delay reported or had refused so to do, and issue of fact has been joined, either party may proceed to take testimony; but if issue is pending on demurrer such issue must be disposed of before testimony is taken.

47. Unless the court order a witness to testify orally on the trial the evidence of witnesses must be by deposition, taken either before a commissioner of the court, or a judge of a court of the United States, or a judge of a court of record in a State or Territory of the United States, or a United States commissioners, or a notary public.

When a deposition is taken before a notary public it must be taken in the form and manner prescribed for commissioners of this court and for the same compensation and subject to Rules 52 and 65.

48. When a witness can be conveniently examined before a judge of this court either party, at any time prior to the examination, may move for an order directing that his deposition be so taken.

The court may order a witness or a claimant to be produced before the court or one of the judges thereof for examination.

49. If a witness, having been duly summoned and his fees tendered him, shall fail or refuse to appear and testify before any officer authorized to take his testimony, a rule upon him will be issued by the court, on motion, to show cause why a fine should not be imposed upon him, and if he fail to show sufficient cause he shall be fined not exceeding one hundred dollars.

50. The fees of witnesses shall be such as are now or may hereafter be prescribed by Congress and shall be paid by the party at whose instance the witnesses appear.

DEPOSITIONS.

Depositions on written interrogatories.

51. Depositions obtained in foreign countries must be taken on written interrogatories sent out under a special commission issued by the clerk.

Depositions may be taken in like manner within the United States, by

consent of parties, or when authorized by the court, or by the chief justice or a judge in vacation.

The written interrogatories must be filed in the clerk's office and notice thereof given to the adverse party.

Within fifteen days after such notice the adverse party may file objections to any of the interrogatories, specifically stating the grounds of objection, and may either file cross-interrogatories or a notice that he will cross-examine the witnesses orally, which notice shall be attached to the special commission.

If he file cross-interrogatories, the other party may within fifteen days thereafter, file objections thereto, specially stating the grounds of objection.

No objections to an interrogatory or a cross-interrogatory will be considered at the trial unless taken before the commission issues.

52. When a deposition is taken upon written interrogatories and written cross-interrogatories, neither the Attorney-General nor the claimant, his agent or attorney, nor any other person, shall be present at the examination of the witness; which fact shall be certified by the officer taking the depositions, who shall, in such cases, propound the interrogatories and cross-interrogatories to the witness in their order, and reduce his answers to writing in the witness' own words.

Depositions on oral examination.

53. The party proposing to take depositions on oral examination shall cause fifteen days' notice to be given thereof to the other party or his attorney. The notice must be in writing and state the names of the witnesses to be examined, the day of the month, the hour, and the place of taking the deposition, and, if practicable, the name of the officer before whom such depositions are to be taken.

But no deposition, except by consent of parties or the order of court, shall be taken during a day when the attorney of record for the claimant or the attorney of the Department of Justice charged with preparation of the case or cases in which the deposition is to be used is so engaged in the trial of cases in court that he cannot attend. It shall be the duty of the attorney receiving a notice to take depositions, in case he cannot attend for the reason stated herein, to notify the attorney on the opposite side that he will be unable to attend at the time and place stated in the notice.

54. When the claimant proposes to take a deposition and the witness resides more than 500 miles from Washington, or when the defendants propose to take the deposition and the witness resides more than 500 miles from the claimant or his attorney, one day's further notice shall be given for every additional hundred miles.

55. If a deposition is to be taken on behalf of the claimant in the District of Columbia three days' notice shall be sufficient and if it be taken on behalf of the defendants a like notice shall be sufficient when the claimant's attorney resides or has an office within the District. But if there be no reason for taking the deposition on such short notice the court or a judge thereof will enlarge the time.

56. When the court has made an order under Revised Statutes, section 1080, for the taking of the testimony of the claimant, and he has been notified of the time and place, no further testimony on his part shall be taken until he has been examined, unless the court or the chief justice or a judge on motion otherwise orders.

57. When a deposition is taken by oral examination, each question propounded to the witness must be recorded, and his answers must be taken down in his own words.

58. No general objections to any question shall be noticed by the officer; but where an objection is made on specifically stated grounds, the officer shall record the same.

59. When depositions are taken on notice, as provided in Rule 53, if the notice, either party may, after the examination of the witnesses produced under the notice, be entitled to produce and examine other witnesses; but in such case one day's notice must be given to the adverse party, or his attorney, there present.

Depositions in fee cases.

60. In depositions hereafter taken in fee cases the witnesses are required to confine themselves to the statement of facts connected with the claim, as witnesses in other cases, and depositions taken in violation of this order will not be considered or may on motion be suppressed by the court. The findings must state the exact nature of the service, stating separately as to each kind of service. It must distinctly appear where more than one service of a different class is contained in the same finding as to how much is claimed for each service.

General provisions as to depositions.

61. At the request of either party a person whom either expects or intends to call as a witness in the same case, or in any kindred case, shall be excluded from the room where the testimony of a witness is being taken. If such a person remain in the room, or within hearing of the examination, after such request has been made, he shall not thereafter be admitted to testify in the case, or any kindred case, except by the consent of the party who requested his exclusion.

62. Witnesses must be sworn or affirmed before any questions are put to them, to tell the truth, the whole truth, and nothing but the truth, relative to the cause in which they are to testify; and each witness shall then state his name, age, occupation, and place of residence; whether he has any, and, if any, what, interest, direct or indirect, in the claim which is the subject of inquiry; and whether, and in what degree, he is related to the claimant.

At the conclusion of the deposition the witness shall state whether he knows of any other matter relative to the claim in question; and if he does, he shall state it.

The testimony of the witness when completed shall be read over to him and be signed by him in the presence of the officer.

In his return the officer must show that the witness was properly sworn or affirmed, and that the answers were taken down in his presence and read over to and signed by the witness.

63. The officer must so connect the sheets of the deposition that they cannot be tampered with, and must return them sealed together. He must sign, and make the witness sign, each sheet; and he must spare no pains to return to the court the exact evidence he has taken.

64. All exhibits must be carefully marked so as to be capable of immediate identification, and, when practicable, must be attached to the deposition under seal.

65. The officer must state in the caption of the deposition the cause in which it was taken, the place and date of taking, the name of the witness, the party by whom called, and the names of the parties and counsel present. And in the body of the deposition must also be shown by whom the witness was examined and cross-examined.

In no case shall a deposition be taken before a commissioner of the court or other officer (authorized to take depositions) who has any office connection or business employment with the parties to the suit or their attorneys except by consent of parties and when no other officer is accessible, and in his certificate to such depositions such officer shall so certify.

Failure to so certify shall be deemed sufficient ground to suppress such deposition.

66. The officer must inclose the depositions and exhibits in a packet, under his seal, and direct the same to the clerk of the Court of Claims at Washington, D. C., and deposit the package in the post-office, or in an express office, or he may transmit the same by a messenger, whose name shall be by him indorsed on the packet. Depositions reaching the clerk's office in any other way may, on motion, be stricken from the files.

67. If the officer's fees be not paid at the time of taking the deposition, he should indorse on the outside of the packet the name and number of the case and for which party the testimony was taken, also the gross amount of his fees and disbursements, and inclose inside a detailed statement thereof.

The packet when so indorsed must not be opened until the party for whom the depositions were taken deposits with the clerk the amount indorsed thereon unless such deposit be waived in writing by the officer. The clerk will then open the packet and tax the officer's charges at the rates hereinafter provided, and will immediately transmit to him the amount taxed, returning the overplus, if any, to the party. *Provided*, That depositions taken for the Government may be opened and used by the parties in the preparation of a case without the Department of Justice furnishing a certificate that the fees of a commissioner or other officer have been paid; but such depositions cannot be read in evidence until such certificate has been furnished.

The money will be transmitted by draft or registered letter, and the clerk will retain his vouchers therefor.

68. The fee shall be 20 cents a folio of 100 words for taking in handwriting and returning depositions. When the depositions are in shorthand and typewritten, the fee shall be 25 cents a folio.

If the commissioner is not a stenographer he may employ a stenographer to take down and write out the testimony of the witness. The testimony so taken down by the stenographer must, nevertheless, be given in the presence of the commissioner, who will be held responsible for the accuracy of the deposition subscribed by the witness.

If the stenographer's fees be not paid at the time of taking the deposition, he may transmit a statement to the clerk, and the deposition will then be held by the clerk, subject to the provisions of Rule 67.

When but one deposition is taken on one notice, the commissioner shall receive not less than $3.

69. Any commissioner charging in excess of the prescribed fees, except under a previous written agreement with the parties, will be deemed guilty of improper and illegal conduct, and his commission will be revoked.

70. Objections to the notice or the form and manner of taking or returning the testimony must be made in writing and filed within one month after notice of the filing of the deposition, or they will be considered as waived.

EVIDENCE.

Evidence from the Executive Departments.

71. The Attorney-General may offer in evidence properly certified information and papers from any Executive Department without calling for the same under the provisions of section 1076 of the Revised Statutes.

A call for such information and papers will be made on claimant's motion on the approval of the Chief Justice or any judge in chambers. Such calls must show that the evidence called for is relevant, material, and competent.

A call will not be issued for evidence which presumptively is in the possession of the claimant, such as copies of letters sent by the defendants' officers to the claimant, contracts in duplicate, one of which is retained by the claimant, or any documentary evidence which the claimant can himself produce.

On the receipt of an answer to the call the clerk will notify the claimant's attorney and the Attorney-General.

72. All information and papers furnished by an Executive Department in response to a call, or through the Attorney-General, are subject to objection by either party according to the rules of evidence at common law; but neither party will be required to produce the originals of such papers, or to prove their execution, unless the party objecting to such papers files in the clerk's office a written denial of their genuineness.

Such information and papers in reply to a claimant's call, not objected to by him before trial, will be regarded as evidence offered by claimant.

73. Any information or papers certified from any Executive Department, and filed in any cause, may be used and applied in any other pending cause to which the same may be applicable or pertinent, notice thereof being filed.

Comparison of handwritings.

74. Where the defendants intend to prove the signature of a paper by comparison of handwriting notice must be given in due time, either by describing in the brief the paper to be proved or by filing a special notice to that effect. The claimant may then request that the papers be brought into court *before the trial* and comparison of handwriting be made. This will be done at the opening of court on any day when the court is sitting.

Production of original papers by the claimant.

75. The court may, at the instance of the Attorney-General, order any claimant, his agent, or attorney to produce in court, or before any officer authorized to take depositions, any letters, papers, deeds, documents, or other writings in his possession or subject to his control, in any way relating to the claim sued upon; and any claimant, his agent, or attorney, who, after due notice, refuses to produce such letters, papers, deeds, documents, or other writings, when in his power to do so, shall be subject to attachment for contempt; or the court may direct the petition to be dismissed.

Depositions from Claims Commission.

76. If a claim which at any time before the Commissioners of Claims, appointed under the act of March 3, 1871, be transmitted to his court by either House of Congress, or by any committee thereof, under said act, and with such claim there be transmitted depositions, which were duly taken in conformity with the rules of said Commission, such depositions may be used by either party as evidence subject to such objections to their competency or relevancy as might be made if the deponents were examined in open court or their depositions were regularly taken under the rules of this court.

77. If it be made to appear that, besides the depositions so transmitted, there are among the papers of said Commission other like depositions relating to the claimant's loyalty, or to the merits of his claim, the Chief Justice or any judge of the court may authorize such depositions, or duly certified copies thereof, to be obtained and filed in the clerk's office, to be used as evidence in the same manner and on the same terms as if they had been transmitted with the claim.

PRINTING.

78. The testimony will not be printed except by order of the court on written motion therefor.

In printing the testimony the notices and the officers' captions and certificates will be omitted; but to each deposition there must be prefixed a title in the following form:

Deposition of ——— ———, *for claimant* [or defendants, as the case may be], *taken at* —— —, *on the* —— *day of* —— —, 19—; *claimant's counsel,* ——— ———; *defendant's counsel,* ——— ———.

79. Before printing a return made to a call, the chief clerk will withhold from the copy for the Public Printer—

First. All papers of which copies have been previously printed in the record of the case, and for this purpose he will compare the two copies, and if variations are found he will take the directions of the Chief Justice or any judge in chambers before sending the return to the printer.

Second. All certificates of authenticity and certificates of acknowledgment.

Third. All papers which both parties agree to omit.

Fourth. All papers which a judge at chambers orders to be omitted.

80. If the claimant objects to printing information or papers so returned, and the Attorney-General request to have the same printed, the clerk will note a memorandum of such request in the copy for the printer, with his initials attached, and when such information or papers are printed, the same will be regarded as evidence offered on the part of the defense

81. The printed papers required by these rules must be in long primer type on *unglazed* paper and in royal octavo pages, with the style and number of the case prefixed, and the paging in large distinct type in the upper corner of the page.

The printed paging of evidence, either for the claimant or the defendants, shall be a continuation of the record and continuous throughout the whole record and shall be properly indexed.

The attorneys for the claimant and for the defendants will see that the paging of their Request for Findings and Briefs following the paging of that part of the record already printed when the brief is prepared.

82. The deposition of a claimant, taken under section 1080 of the Revised Statutes, shall not be printed unless the Attorney-General shall first have filed in the case a written declaration of his intention to read the same in evidence on the trial, and the filing of such declaration shall be considered as the exercise of the discretion vested in that officer by said section, and shall entitle the claimant to read the examination as evidence at the trial if the Attorney-General declines to do so, unless for good cause shown the court shall otherwise order.

83. In Indian depredation cases, if the claimant's papers be printed, whether briefs or evidence or both, the corresponding papers of the defendants must be; and if the printing of the claimant's papers be paid for by the attorney of record, the cost thereof will be considered in the allowance of attorney's fees.

84. In Indian depredation cases where the claim, as shown by the request for findings, is in excess of the sum of $2,000, the abstract of evidence and brief of counsel on both sides shall be printed and arranged in the above order at the time the case is submitted for consideration.

FINDINGS OF FACT AND BRIEF.

85. The claimant shall have printed twenty-five copies of his brief, fifteen of which he shall file in the clerk's office and ten of which he shall retain for making up the trial record.

The brief must set forth the points of law on which he relies, with reference to authorities.

He shall also have printed twenty-five copies of the requests for facts required by Rule V of the "Regulations prescribed by the Supreme Court regulating appeals from the Court of Claims," fifteen of which he shall file in the clerk's office and ten of which he shall retain for making up the trial record.

All printed briefs and requests for facts must be in the form and manner prescribed by Rule 81.

Six typewritten copies of the brief and requests for facts in lieu of printed copies may be filed by leave of court.

86. Such request must be in the following terms: "*The claimant, considering the facts hereinafter set forth to be proven, and deeming them material to the due presentation of this case in the findings of fact, requests the court to find the same as follows:*"

Following this request must be a statement in the form of distinct numbered propositions, of the facts which the party desires to have found; and each proposition must be so prepared, with respect to its length, subject, and phraseology, that the court may conveniently pass upon it; and they must be so arranged as to present a concise statement, in orderly and logical sequence, of the whole case, as the party desires it to appear in the findings of fact.

Subjoined to each proposition must be references to the pages of the record or to the unprinted evidence relied on in its support; but no evidence must be set out. Documents which may enter into the findings of fact need not be presented in the statement, but may be referred to therein by the pages of the record.

87. The defendants, within thirty days after the filing of the claimant's brief and request for finding of fact, shall file their printed brief and request for finding of fact, and should indicate the requests on the claimant's part to which no objection is made .

The defendants shall furnish the claimant with ten copies of such printed brief and request for findings of fact, to be used in making up the trial record, and shall file fifteen copies in the clerk's office.

If the claimant, by leave of court, has filed six typewritten copies of his brief and requests, as provided for in Rule 85, the defendant may also file typewritten copies.

If the defendants' brief contains statements of fact which the claimant controverts, he must file a reply brief; otherwise it will be assumed that he concedes the facts stated.

Where claimant's requested findings are not agreed to, the defendants will point out specifically their objections to each finding, and suggest any changes therein they may desire. After this is done, defendants may request such additional findings as they deem material. Such request must be in form and substance like that required of the claimant by the next preceding rule.

88. The attorney of each party shall append to his brief a table of depositions, letters, documents, or other papers which he may offer in evi-

dence on the trial, with references to the pages of the record, and if they be not of the paged record, then to the places where they may be found.

The abstract of testimony submitted with any case, if not printed, shall be typewritten, with marginal notes of the substance or items of the paragraphs either written, printed, or typewritten.

MANUSCRIPT BRIEFS.

89. Briefs for claimants or defendants, when not printed, must be in typewriting, upon pure white bond paper, 8 inches in width and 10½ inches in length, weighing not less than 2½ and not more than 4 pounds to the ream of 500 sheets.

The typewriter ribbon must be black and the carbon blue.

When a brief and abstract of evidence will together exceed 50 pages, the abstract must be made a separate document.

The brief proper, i. e., the statement, argument, authorities, etc., must be distinct from the abstract of evidence. The abstract must follow the brief proper, or be a separate document.

The abstract of evidence may be continuous, but if continuous, there must be marginal references, such as "*cattle*," "*horses*," etc.

Where the filing of additional and supplemental briefs is necessitated, attorneys are requested to file a revised brief, so that there shall not be more than two briefs filed for either claimant or defendants.

The original brief in black must be fastened at the side and indorsed for filing. It will be filed with the papers in the case and will not be taken from the files unless by order of the court. The copies must be fastened at the side and *must not be folded.*

Before any case is called for trial, the claimant, if the record be not printed as required by Rule 96, shall have five complete and legible copies of the pleadings, evidence, or abstract of evidence (as the Rules require), requests for findings if fact and briefs, fastened together in consecutive order in book or pamphlet form for the use of the court on the trial. This rule shall apply to cases submitted.

No case will be considered ready for trial until this rule has been complied with.

THE CALENDAR.

90. When the claimant has closed his evidence he shall enter the case in the Notice Book kept by the clerk.

When the defendants have closed their evidence they shall enter the fact in the Notice Book, and as soon thereafter as the claimant shall file the requests for facts and brief, as required by Rule 85, and note the same upon the Notice Book, the case shall be placed upon the Trial Calendar.

The taking of testimony by either party shall be deemed closed upon the filing of a brief; and thereafter no witness shall be re-examined or other testimony taken by such party without leave of court on motion showing reasons therefore.

The Calendar will be made up at the beginning of every term and cases will be placed thereon in the order in which they are ready. At the end of

each month cases which have subsequently become entitled to be placed upon the Calendar will be placed at the foot.

Defendants are expected to prepare their defense and to file briefs, so far as practicable, in the order of the entry of cases in the Notice Book. Should defendants unreasonably delay the preparation of the defense, claimants may move that the case be placed upon the Calendar.

91. Demurrers, pleas in bar and to the jurisdiction of the court, will be placed upon the Law Calendar by the clerk immediately upon being filed, and will be heard and disposed of before the taking or printing of testimony on the merits.

NEGLECTED CASES.

92. If the claimant neglect, for two years after filing his petition, to close his proof and give notice to the Attorney-General, as required by Rule 90, the defendants may place the case on the Trial Calendar; and after thirty days' notice to the attorney of record, or if there be no attorney of record, then to the claimant at his last known place of residence, they may move to dismiss such case for nonprosecution. This rule shall also apply to cross actions by the defendants against claimant.

All demurrers, pleas, and motions that have been on the Law Calendar for two years may, on motion of either party, be submitted; and upon failure so to do such motion shall be placed on a calendar to be known as the "Stet-Calendar." If thereafter for a period of two years nothing further has been done toward the disposal of the motion, the Clerk is ordered to strike the same from the files.

No case on the "Stet-Calendar" shall be restored to the Law Calendar until briefs have been filed by both parties and they are ready to dispose of the same. No case on the "Stet-Calendar" need be printed.

ADVANCEMENT OF CASES.

93. Whenever, in any case which the claimant has not put on the Calendar, it shall be shown to the court on motion that an early decision thereof is important to the interests of the Government, the case may, in the discretion of the court, be placed on the Calendar by the defendants.

REMANDED CASES.

94. When a party desires a case to be remanded to the general docket for further proceedings he shall make a motion therefor, stating the facts expected to be proved, with the grounds of such expectation and the reasons why such action was not taken before the case was closed.

TRIALS AND OTHER PROCEEDINGS.

95. Ten or more cases on the Calendar will be called, assigned, and posted in the clerk's office each day for trial on the following day, and if not then argued or submitted by the parties, or by either in the absence of the other, will be disposed of as the court may order.

When a case on the Calendar is called for trial, and the claimant is not ready to proceed, it will be placed at the foot of the Calendar; if the defendants are not ready, the case may be passed.

96. No case in which a printed record is required will be heard unless the claimant makes up in book form and has ready at the time of trial a complete record of the case, consisting of the printed pleadings, evidence, and requests for facts and briefs, paged consecutively. All citations from, or references to, such pleadings, evidence, and briefs must be by the consecutive paging of such book. Each book shall contain on the first page thereof a complete index of its contents.

At the time of trial of the case the claimant shall furnish a copy of such printed record to each member of the court, and shall furnish one copy for the defendants and deliver one copy to the bailiff for binding. This rule shall also apply to cases submitted.

97. In oral arguments, as preliminary, the counsel for claimant will make a brief but substantial statement of the cause of action alleged in the petition, in which statement he will also embrace the material facts which, in his opinion, are established by the evidence. After the statement of claimant's counsel, and before he proceeds with his argument, the counsel for the defendants will, in like manner, make a statement of the defense; after which the counsel may proceed to argue the case in detail.

Arguments in Congressional cases will be limited to one-half hour on a side; in all other classes of cases to one hour.

Where additional time is deemed necessary by counsel on either side application therefor must be made before the trial begins.

If cases specially set will require more than the prescribed time, it must be so stated when the application to set down is made. When it is not so stated the court will understand that the arguments can be concluded within the prescribed time.

When calling up cases in court, counsel will refer to them by their Calendar numbers and not by their docket numbers.

98. Parties may also submit, on written stipulation, on the blank forms printed therefor by the clerk, any case in any jurisdiction on any docket, whether on any Calendar or not, when briefs have been filed on both sides and the rules of the court have otherwise been complied with.

99. Where cases are submitted without argument upon stipulation, the parties will note at the foot of the submission paper (by the date of filing) the briefs and stipulations, if any, upon which the case is intende dto be submitted. Where this is not done the case will not be regarded as having been submitted.

100. No submission of a case on loyalty or merits will be permitted until the following requirements are coupled with by claimant's attorney under the supervision of the bailiff:

When a submission is on loyalty, the petition, all reports previously made by the officers on the subject, abstract of evidence, briefs on both sides, and other most important papers relied upon by either party, must be selected, strapped together, and placed on top of the bundle of papers to be sent to the conference room.

101. When submission is on merits, two extra copies of petition, the re-

ports of officers previously made on the merits of the claim, abstract of evidence, with the original evidence, requests for findings, briefs on both sides, finding of loyalty ,and a statement of the case, made up by filing one of the blank findings printed for the court, including the allegations of the petition, must in like manner be strapped together and put at top of the bundle to be sent to conference room.

BRIEFS AND FACTS IN FRENCH SPOLIATION CASE.

102. The claimants on account of the vessel, cargo, or insurance, or some one or more of them concerned in the same seizure, shall have printed twenty-five copies of a printed statement of alleged facts under the heads hereinafter set out. Fifteen of said copies shall be filed in the clerk's office and ten copies shall be retained by claimant for the trial record.

Documents not printed in the record must be numbered, put in envelopes (as far as practicable), and noted on the outside thereof.

Under each head reference must be made to the pages of the printed record and to unprinted and separate documents by number of envelope and number of paper therein, or other conventient designation relied upon in support of allegations.

Form of statement.

TITLE OF CASE.

(1) Name of vessel and master:

Docket number of each case with the full names of claimants, and where there are interveners, their names to be set out under the case in which they intervene, with the number of any separate petition by them; to be made up after the manner of the case of the schooner *Phœnix*, reported to Congress, thus:

Schooner Phœnix—Solomon Babson, master.

129. Thomas Cushing, administrator of Marston Watson, claimant.
3162. Charles T. Lovering, administrator of Joseph Taylor, claimant.
James C. Davis, administrator of Cornelius Durant, claimant.
260. Charles F. Adams, administrator of Peter C. Brooks, claimant.
William Sohier, administrator of Nathaniel Fellowes, claimant.

VESSEL.

(2) Names of owners and their respective shares.
(3) When and where built.
(4) Register.
(5) Date of sailing and points of departure and destination.
(6) Seizure and condemnation.
(7) Facts relied upon as showing illegality of condemnation.
(8) Insurance on vessel or freight, naming all the underwriters and amount admitted to have been paid to each owner on account of loss, and from whom received. Refer to policies and other evidence.

CARGO.

(9) Owners of cargo, stating each separately and whether the interest be in whole or divided, with number of case in which they appear.

(10) Value of cargo and of each claimant's interest therein.

(11) Insurance on cargo, naming all the underwriters and amount admitted to have been paid to each owner on account of loss, and from whom received. Refer to policies and other evidence.

VESSEL, CARGO, AND INSURANCE.

(12) Assignments.

(13) When there are adverse claimants, the facts alleged by each claimant to be specified.

(14) In case of intervention, the date of filing of motion, and case in which filed, to be stated with reference to envelope in which same are to be placed.

(15) Evidence of citizenship of claimants and identity must be referred to under their respective names.

(16) Time of death of partners when administrator sues as representative of survivor.

(17) Administrators, receivers, and assignees, when and where appointed, and evidence of appointments.

(18) When facts relied upon as found in other cases, such cases must be specifically referred to.

RECAPITULATION AND SUMMARY.

Name of each claimant, stating number of petition, and where printed or found, and when an intervener, the date of intervention and where motion is found, and setting forth exactly in items what is claimed by him in all, as owner of vessel or cargo, or as insurer, stated separately and *with references* as aforesaid, so that the court may readily find all the evidence necessary to state each claimant's case distinctly.

The defendants shall file fifteen printed copies of their brief, setting forth in detail all defenses upon which they rely.

The claimant shall file fifteen printed copies of a reply brief, to the new matter relied on by the defendants within thirty days after the defendants have made final defenses.

Before the submission of any such case the claimants shall make and file their respects for findings of fact if they expect a favorable report to Congress.

No case will be considered as submitted until the provisions of this rule have been complied with.

Every paper filed in spoliation cases shall state at the beginning the name and character of the vessel and the name of the master, and shall be indorsed in like manner.

DISMISSAL ON DEATH OF CLAIMANT.

103. On the death of a sole claimant, if his executor or administrator

does not come in and prosecute the action, as provided in Rule 35, on or before the first ten days of the next term after the suggestion is made, the case may be dismissed, provided the Attorney-General shall have served notice upon the attorney of record in the case three months at least before the commencement of such term.

NOTICES.

104. Parties filing petitions, pleadings, and motions, except motions for calls on Departments, must at the same time leave with the clerk written notice thereof, addressed to the attorney of the adverse party, and the clerk will mail the same and note the fact on the general docket. All other notices to adverse parties may be served in like manner. The clerk's entry on his docket will be *prima facie* evidence of the service. In the computation of time, the day of the service will be excluded, and the day on which a party is required to appear, or on which an act is required to be done, will be included.

NEW TRIAL.

105. A new trial will not be granted where, upon the whole case, justice has been done between the parties and the judgment is substantially right, although there may have been some mistake committed at the trial.

In cases transmitted to the court by Congress, or either House, or a committee thereof, or by the head of a Department, under the acts of March 3, 1883, ch. 116 (1 Supp. R. S., 2d ed., 403), and March 3, 1887, ch. 359 (1 Supp. R. S., 2d ed. 559), and in cases under the French spoliation act of January 20, 1885, ch. 25 (1 Supp. R. S., 2d ed., 471), motions for new trials will not be entertained after the findings have been reported as required by law.

106. A motion for a new trial, other than under Revised Statutes, section 1088, must be founded upon one or more of the following grounds: First, error of fact; second, error of law; and third, newly discovered evidence. It must be made at the term in which the judgment is rendered.

107. A motion founded upon an error of fact must specify with minuteness the fact or facts which are regarded as erroneously found or erroneously omitted to be found by the court, with full reference to the evidence which is relied on to support the motion.

108. A motion founded upon error of law must specify with like minuteness the points upon which the court is supposed to have erred, with references to the authorities relied upon to support the motion.

109. A motion by the claimant upon the ground of newly discovered evidence will not be entertained unless it appear therein that the newly discovered evidence came to the knowledge of the claimant, his attorney of record, or counsel after the trial and before the motion was made; that it was not for want of due diligence that it did not sooner come to his knowledge; that it is so material that it would probably produce a different judgment if the new trial were granted, and that it is not cumulative.

Such motion must be accompanied by the affidavit of the claimant or his attorney of record, setting forth—

First. The facts in detail which the claimant expects to be able to prove, and whether the same are to be proved by witnesses or by documentary evidence.

Second. The name, occupation, and residence of each and every witness whom it is proposed to call to prove said facts.

Third. That the said facts were unknown to either the claimant or his attorney of record, and, if other counsel was employed at the trial, were unknown to such counsel, until after the close of the trial.

Fourth. The reasons why the claimant, his attorney of record, or counsel could not have discovered said evidence before the trial by due diligence.

110. Such motion for a new trial must also be accompanied by the brief of the moving party, a copy of which must be served upon the opposing party, who must within 30 days thereafter file his brief in response thereto. The issue thus raised will be considered by the judges in conference upon such briefs and affidavits, if any, and will then be decided or sent to the Law Calendar for argument.

APPEALS.

111. Application for appeal to the Supreme Court of the United States from any judgment or decree of this court must be in writing, and signed by the claimant or his attorney of record, if the appeal be on his behalf; or, if taken by the United States, it must be signed by the Attorney-General or the proper Assistant Attorney-General.

Such application, if made when the court is not in session, must be filed with the clerk, and the date of filing the same must be indorsed upon it and noted upon the general docket.

EXAMINATION AND WITHDRAWAL OF PAPERS.

112. Any person having an interest wishing to see any papers on file in the clerk's office will apply therefor to the chief or assistant clerk .

No papers shall be permanently withdrawn or temporarily taken out of the clerk's office, except on motion for good cause shown, and upon such terms as the court or a judge may order.

ENTERING ORDERS AND FILING PAPERS.

113. No order will be entered by the clerk unless it be directed from the bench, or be reduced to writing and marked "Allowed" by the Chief Justice or one of the judges.

114. The clerk will not file any paper unless it be properly indorsed showing the nature of same, with the title and number of the suit and the name of the attorney filing it.

EXTENSION OF TIME.

115. The limitation of time provided in these rules for the doing of any act may be extended on motion for good cause shown.

RELATING TO AUDITORS, CLERKS, AND EMPLOYEES.

116. Auditors will investigate in their order of reference only such cases as may be referred to them by the court and in their investigations they will proceed without argument, unless, upon application by counsel in writing therefor, the court, or any judge, shall consent by indorsement thereon to such argument, in which case counsel on both sides shall be heard. And all suggestions from counsel in relation to the law or merits of any case referred to an auditor shall be in writing addressed to the court and filed in the cause.

RULES

OF THE

SUPREME COURT OF THE UNITED STATES

RELATING TO

APPEALS FROM THE COURT OF CLAIMS.

(As adopted by the Supreme Court in 1866 and subsequently added to and amended.)

Rule I.

In all cases hereafter decided in the Court of Claims, in which, by the act of Congress, such appeals are allowable, they shall be heard in the Supreme Court upon the following record, and none other:

1. A transcript of the pleadings in the case, of the final judgment or decree of the court, and of such interlocutory orders, rulings, judgments, and decrees as may be necessary to a proper review of the case.

2. A finding by the Court of Claims of the facts in the case, established by the evidence, in the nautre of a special verdict, but not the evidence establishing them; and a separate statement of the conclusions of law upon said facts on which the court founds its judgment or decree. The finding of facts and conclusions of law to be certified to this court as part of the record.

Rule II.

[Applied only to decisions rendered before its adoption in 1886, and therefore long since obsolete.]

Rule III.

In all cases an order of allowance of appeal by the Court of Claims, or the Chief Justice thereof in vacation, is essential, and the limitation of time for granting such appeal shall cease to run from the time an application is made for the allowance of appeal.

Rule IV.

In all cases in which either party is entitled to appeal to the Supreme Court, the Court of Claims shall make and file their findings of fact and

their conclusions of law thereon, in open court, before or at the time they enter judgment in the case.

RULE V.

In every such case, each party, at such time before trial, and in such form as the court may prescribe, shall submit to it a request to find all the facts which the party considers proven and deems material to the presentation of the case in the findings of fact.

RULE VI.

Ordered, that Rule I, in reference to appeals from the Court of Claims, be, and the same is hereby, made applicable to appeals in all cases heretofore or hereafter decided by that court under the jurisdiction conferred by the act of June 16, 1880, c. 243, "to provide for the settlement of all outstanding claims against the District of Columbia, and conferring jurirsdiction on the Court of Claims to hear the same, and for other purposes." (Adopted May 7, 1883.)

RULES OF THE UNITED STATES COURT OF CUSTOMS APPEALS.

CLERK.

RULE 1. The clerk of this court shall keep his office in the city of Washington. He shall not practice either as an attorney or counselor of this court while he shall continue to be clerk. He shall indorse on every paper the date on which the same is filed and shall not permit any original paper, document, or exhibit to be taken from the court room or from the office without an order from the court or permission of one of the judges thereof. But the parties interested in any matter pending before the court may have full access to the records in such matters in the office of the clerk and may take copies of all papers filed therein.

ATTORNEYS.

RULE 2. Parties shall be entitled to be represented in this court by attorney. Any attorney who is entitled to practice in the Supreme Court of the United States or in the circuit courts of appeals or circuit courts of the United States or in the court of last resort in any State or Territory may be admitted to practice in and have his name enrolled as an attorney of this court by the clerk upon filing a recommendation of any justice of the Supreme Court of the United States, United States circuit or district judge, or a judge of the court of last resort of the State or Territory in which such attorney may reside at the time of his application for admission to this court, or upon motion by an attorney of this court. Prior to the issuance of the certificate of admission the attorney shall take and subscribe the following oath of office, which shall be filed with the clerk:

"I, ——— ———, do solemnly swear [or affirm] that I will demean myself, as an attorney and counselor of this court, uprightly and according to law, and that I will support the Constitution of the United States."

PROCESS.

RULE 3. Processes to be issued from this court shall be of such form and style as is in use in the Supreme Court of the United States. There shall also be a process to be issued to the Board of General Appraisers, which shall be called a mandate, and shall in terms direct the transmission to this court in proper cases of proceedings taken and had before said Board of General Appraisers. All writs shall be attested in the name of the presiding judge, shall be signed by the clerk of the court, with the seal of the court attached, and shall be made returnable 30 days from the date thereof; provided that the time fixed for the return of such record may be extended, upon application to the court, or a judge thereof, at chambers, and upon good cause shown, or the time may be extended by stipulation, which shall be made expressly subject to the future orders of the court.

REVIEW.

RULE 4. Any party feeling aggrieved at any decision of the Board of General Appraisers and who may be entitled, under the provisions of chapter 8 of the act entitled "An Act to codify, revise, and amend the laws relating to the judiciary," approved March 3, 1911, or any amendment thereof, to have a review of said decision, may, within the time fixed by said act or any amendment thereof, apply to this court for a review of said decision, may, within the time fixed by said act or any amendment thereof, apply to this court for a review of the questions of law and fact included therein.

ASSIGNMENT OF ERRORS.

RULE 5. The party seeking a review of any appealable decision of the Board of General Appraisers shall file with the clerk, in duplicate, a concise statement of the errors of law and fact complained of, and a copy of such statement shall be served on the collector or on the importer, owner, consignee, agent, or attorney, as the case may be, either by mail or by delivering the same personally to the party to be served or to his attorney, who shall have regularly appeared before said Board of General Appraisers, on or before the date of such application. Such service, in case of mailing, shall be by depositing in a post office a copy of such statement in a sealed envelope plainly addressed to the party or attorney to be served at his place of business or residence, with postage thereon fully prepaid. In all cases where the United States is not the appellant such application for review shall be accompanied by the filing fee of $6 and by a bond for costs in a sum not less than $25.

MANDATE.

RULE 6. Upon the filing of such application for review, a mandate shall issue to said Board of General Appraisers directing said board to transmit to said court the records and evidence taken by them, together with a certified statement of the facts involved in the case and the decision thereon, together with all samples and exhibits used before them.

CALENDAR.

RULE 7. All cases transmitted to this court, whether removed from the Board of General Appraisers in response to the mandate of this court or by the transfer from the United States circuit court of appeals, United States circuit, territorial, or district courts, shall, upon receipt of the record by the clerk, be placed upon the calendar in the order in which they are received, and such cases shall stand for hearing and submission in that order without notice; provided, the hearing of any case may be postponed for good cause shown. On motion of either party, with due notice to the other side, the court may advance on the calendar cases that are of unusual importance, or whenever other considerations of public policy make such action appear desirable.

RECORDS AND BRIEFS.

RULE 8. The appellant shall, within 14 days from the filing of such return, or within such further time as may be allowed by the court or a judge thereof at chambers, deposit with the clerk a sum sufficient to meet the cost of printing the record. As soon as the record is printed the clerk shall retain at least 15 copies for the use of the court and furnish not less than 10 copies to the appellant, who shall serve not less than 3 copies on the appellee or his counsel.

Within 14 days after the receipt of the printed record, appellant shall serve on the appellee or his counsel not less than 3 copies of his brief, and within 14 days thereafter the appellee shall serve not less than 3 printed copies of his brief with the appellant or his counsel. Both sides shall promptly file not less than 15 copies of their briefs with the clerk. Extension of the time for filing briefs for a period not exceeding 30 days may be made by stipulation, which shall become effective when filed with the clerk.

All records and briefs printed for the use of this court shall be in small-pica, 24 pica ems to the line, 35 lines to a page, leaded with four-to-pica leads. All records and briefs shall have a suitable cover containing the title of the court and cause. Records shall be properly indexed and printed under the direction of the clerk of the court. The size of the pages of the records and briefs shall be 9¼ inches by 6⅛ inches.

SESSIONS.

RULE 9. The court will convene during sessions at 10 a. m., and will continue its sessions until all cases on its calendar in readiness for hear-

ing are disposed of. All motions shall be presented at the opening of court on Tuesdays, but when the court is in session for hearing causes they may be presented at the opening of court on any day of the session.

APPEALS, WHEN TAKEN.

RULE 10. The court shall be open for business on each business day of the year for the purpose of receiving applications for appeal, and on such days writs directed to the Board of General Appraisers may issue as of course, attested in the name of the presiding judge and signed by the clerk or assistant clerk. In case of a vacancy in the office of the presiding judge, they may be attested in the name of the next judge in the order of precedence as acting presiding judge.

AMENDMENTS—JUDGMENTS.

RULE 11. The court may, in furtherance of justice, permit amendments to process or proceedings in any case, and on final hearing may affirm, reverse, or modify any ruling, decision, or conclusion of the Board of General Appraisers, or may reverse and remand for new trial or other appropriate proceeding.

FINAL DECISION—MANDATE.

RULE 12. At the expiration of 30 days after decision by the court, the court shall issue its mandate to the Board of General Appraisers for such further proceedings as shall be proper to be taken in pursuance of such determination.

FEES.

RULE 13. The fees of the clerk of the court shall be $6 in each case. No fee shall be exacted in cases on appeal to other Federal courts and transferred to this court for final determination. There shall be paid for each certificate of admission of an attorney to practice, $1; and for making or copying any record or other paper and certifying the same, 15 cents per folio of 100 words. An amount sufficient to cover the cost of printing the record shall be deposited with the clerk on his demand, provided that when an appeal is taken by the United States no payment of fees shall be required. In all other cases fees shall be paid in advance.

The fees and costs to be allowed the marshal shall be, and hereby are, fixed the same as those allowed the marshal of the Supreme Court of the United States.

ARGUMENTS.

RULE 14. Arguments shall be limited to one hour on a side, and not more than two counsel on a side shall be heard in any case except by special order of the court. The time for oral argument may be extended in the discretion of the court.

APPEARANCES.

RULE 15. It will not be necessary for the Assistant Attorney General in charge of customs cases to file a notice of appearance in this court or to serve such notice on opposing attorneys. Where the appellant is a protestant, if the petition for review is filed by a member of the bar of this court, no separate appearance as attorney will be required, but a notice of appearance shall be served on the Assistant Attorney General unless such appellant's attorney represented the importer before the Board of General Appraisers. Where the United States is the appellant the attorneys for the appellee shall file a notice of appearance in this court and serve a copy of such notice on the Assistant Attorney General.

APPLICATION FOR REHEARING.

RULE 16. No application for rehearing will be considered by the court unless the moving party, at as early a date as may be practicable and within 30 days after decision unless further time be granted, shall cause any papers upon which it is based, together with his reasons for granting the same, to be printed and 12 copies thereof filed with the clerk of this court, together with proof that a copy thereof has been served upon counsel for the opposing party. The opposing party may at any time within 10 days thereafter file with the clerk of the court his objections to the granting of the application, serve a copy thereof upon the moving party, and the question shall thereupon be deemed submitted for decision.

VII.

BANKRUPTCY LAW.

Adopted July 1, 1898 (30 St. at L. 544), as amended February 5, 1903 (32 St. at L. 279), and June 15, 1906 (34 Stat at L. 267), and June 25, 1910 (36 St. at L. 838.)

An act to establish a uniform system of bankruptcy throughout the United States.

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled.

CHAPTER I. Bankruptcy.

DEFINITIONS. Definitions.

Section 1. MEANING OF WORDS AND PHRASES.—a The words and phrases used in this Act and in proceedings pursuant here to shall, unless the same be inconsistent with the context, be construed as follows: (1) "A person against whom a petition has been filed" shall include a person who has filed a voluntary petition; (2) "adjudication" shall mean the date of the entry of a decree that the defendant, in a bankruptcy proceeding, is a bankrupt, or if such decree is appealed from, then the date when such decree is finally confirmed; (3) "appellate courts" shall include the circuit courts of appeals of the United States, the supreme courts of the Territories, and the Supreme Court of the United States; (4) "bankrupt" shall include a person against whom an involuntary petition or an application to set a composition aside or to revoke a discharge has been filed, or who has filed a voluntary petition, or who has been adjudged a bankrupt; (5) "clerk" shall mean the clerk of a court of bankruptcy; (6) "corporations" shall mean all bodies having any of the powers and privileges of private corporations not possessed by individuals

—"A person against whom a petition has been filed."

—"adjudication."

—"appellate courts."

—"bankrupt."

—"clerk."

—"corporations."

or partnerships, and shall include limited or other partnership associations organized under laws making the capital subscribed alone responsible for the debts of the association; (7) "court" shall mean the court of bankruptcy in which the proceedings are pending, and may include the referee; (8) "courts of bankruptcy" shall include the district courts of the United States and of the Territories, the supreme court of the District of Columbia, and the United States court of the Indian Territory, and of Alaska; (9) "creditor" shall include anyone who owns a demand or claim provable in bankruptcy, and may include his duly authorized agent, attorney, or proxy; (10) "date of bankruptcy," or "time of bankruptcy," or "commencement of proceedings," or "bankruptcy," with reference to time, shall mean the date when the petition was filed; (11) "debt" shall include any debt, demand, or claim provable in bankruptcy; (12) "discharge" shall mean the release of a bankrupt from all of his debts which are provable in bankruptcy, except such as are excepted by this Act; (13) "documents" shall include any book, deed, or instrument in writing; (14) "holiday" shall include Christmas, the Fourth of July, the Twenty-second of February, and any day appointed by the President of the United States or the Congress of the United States as a holiday or as a day of public fasting or thanksgiving; (15) a person shall be deemed insolvent within the provisions of this Act whenever the aggregate of his property, exclusive of any property which he may have conveyed, transferred, concealed, or removed, or permitted to be concealed or removed, with intent to defraud, hinder or delay his creditors, shall not, at a fair valuation, be sufficient in amount to pay his debts; (16) "judge" shall mean a judge of a court of bankruptcy, not including the referee; (17) "oath" shall include affirmation; (18) "officer" shall include clerk, marshal, receiver, referee, and trustee, and the imposing of a duty upon or the forbidding of an act by any officer shall include his successor and any person authorized by law to perform the duties of such officer; (19) "persons" shall include corporations, except where otherwise specified, and officers, partnerships, and women, and when used with reference to the commission of acts which are herein forbidden shall include persons who are participants in the forbidden acts, and the agents, officers, and members of the board of directors or trustees, or other similar controlling bodies of corporations; (20) "petition" shall mean a paper filed in a court of bankruptcy or with a clerk or deputy clerk

—"court."

—"courts of bankruptcy."

—"creditor."

—"date of bankruptcy;" "bankruptcy," etc.

—"debt."

—"discharge."

—"document."

—when deemed "insolvent."

—"judge."

—"oath."

—"officer."

—"persons."

—"petition."

by a debtor praying for the benefits of this Act, or by creditors alleging the commission of an act of bankruptcy by a debtor therein named; (21) "referee" shall mean the referee who has jurisdiction of the case or to whom the case has been referred, or any one acting in his stead; (22) "conceal" shall include secret, falsify, and mutilate; (23) "secured creditor" shall include a creditor who has security for his debt upon the property of the bankrupt of a nature to be assignable under this Act, or who owns such a debt for which some indorser, surety, or other persons secondarily liable for the bankrupt has such security upon the bankrupt's assets; (24) "States" shall include the Territories, the Indian Territory, Alaska, and the District of Columbia; (25) "transfer" shall include the sale and every other and different mode of disposing of or parting with property, or the possession of property, absolutely or conditionally, as a payment, pledge, mortgage, gift, or securiety; (26) "trustee" shall include all of the trustees of an estate; (27) "wage-earner" shall mean an individual who works for wages, salary, or hire, at a rate of compensation not exceeding one thousand five hundred dollars per year (28) words importing the masculine gender may be applied to and include corporations, partnerships, and women; (29) words importing the plural number may be applied to and mean only a single person or thing; (30) words importing the singular number may be applied to and mean several persons or things.

—"referee."

—"conceal."

—"secured creditor."

—"States."

—"transfer."

—"trustee."

—"wage-earner."

Words in masculine gender.

—importing, plural.

—importing, singular.

CHAPTER II.

CREATION OF COURTS OF BANKRUPTCY AND THEIR JURISDICTION.

Courts of bankruptcy.

Sec. 2. That the courts of bankruptcy as hereinbefore defined, viz, the district courts of the United States in the several States, the supreme court of the District of Columbia, the district courts of the several Territories, and the United States courts in the Indian Territory and the District of Alaska, are hereby made courts of bankruptcy, and are hereby invested, within their respective territorial limits as now established, or as they may be hereafter changed, with such jurisdiction at law and in equity as will enable them to exercise original jurisdiction in bankruptcy proceedings, in vacation in chambers and during their respective terms, as they are now or may be hereafter held, to (1) adjudge persons bankrupt who have had their principal place

—U. S. district courts.

—supreme court, D. C.

—Territorial courts.

Jurisdiction.

—to adjudge bankrupt.

of business, resided, or had their domicile within their respective territorial jurisdictions for the preceding six months, or the greater portion thereof, or who do not have their principal place of business, reside, or have their domicile within the United States, but have property within their jurisdictions, or who have been adjudged bankrupts by courts of competent jurisdiction without the United States, and have property within their jurisdictions; (2) allow claims, disallow claims, reconsider allowed or disallowed claims, and allow or disallow them against bankrupt estates; (3) appoint receivers or the marshals, upon application of parties in interest, in case the courts shall find it absolutely necessary, for the preservation of estates, to take charge of the property of bankrupts after the filing of the petition and until it is dismissed or the trustee is qualified; (4) arraign, try, and punish bankrupts, officers, and other persons, and the agents, officers, members of the board of directors or trustees, or other similar controlling bodies, or corporations for violations of this Act, in accordance with the laws of procedure of the United States now in force, or such as may be hereafter enacted, regulating trials for the alleged violation of laws of the United States; (5) authorize the business of bankrupts to be conducted for limited periods by receivers, the marshals, or trustees, if necessary in the best interests of the estates, and allow such officers additional compensation for such services, as provided in section forty-eight of this Act; (6) bring in and substitute additional persons or parties in proceedings in bankruptcy when necessary for the complete determination of a matter in controversy; (7) cause the estates of bankrupts to be collected, reduced to money and distributed, and determine controversies in relation thereto, except as herein otherwise provided; (8) close estates, whenever it appears that they have been fully administered, by approving the final accounts and discharging the trustees, and reopen them whenever it appears they were closed before being fully administered; (9) confirm or reject compositions between debtors and their creditors, and set aside compositions and reinstate the cases; (10) consider and confirm, modify or overrule, or return, with instructions for further proceedings, records and findings certified to them by referees; (11) determine all claims of bankrupts to their exemptions; (12) discharge or refuse to discharge bankrupts and set aside discharges and reinstate the cases; (13) enforce obedience by bankrupts, officers, and other persons to all lawful orders by fine

—allow and disallow claims, etc.

—appoint receivers, etc.

—try and punish bankrupts, etc.

—to permit temporary transaction of business.

—to substitute additional persons in proceedings, etc.

—to collect and distribute assets.

—to close estates.

—to confirm or reject compositions.

—to modify, etc., referees' findings.

—determine exemptions.

—discharge bankrupts, etc.

—enforce orders.

or imprisonment or fine and imprisonment; (14) extradite bankrupts from their respective districts to other districts; (15) make such orders, issue such process, and enter such judgments in addition to those specifically provided for as may be necessary for the enforcement of the provisions of this Act; (16) punish persons for contempts committed before referees; (17) pursuant to the recommendation of creditors, or when they neglect to recommend the appointment of trustees, appoint trustees, and upon complaints of creditors, remove trustees for cause upon hearings and after notices to them; (18) tax costs, whenever they are allowed by law, and render judgments therefor against the unsuccessful party, or the successful party for cause, or in part against each of the parties, and against estates, in proceedings in bankruptcy; (19) transfer cases to other courts of bankruptcy; and (20) exercise ancillary jurisdiction over persons or property within their respective territorial limits in aid of a receiver or trustee appointed in any bankruptcy proceedings pending in any other court of bankruptcy.

—extradite bankrupts.

—make orders.

—punish for contempt.

—appoint trustees.

—tax costs.

—transfer cases.

Nothing in this section contained shall be construed to deprive a court of bankruptcy of any power it would possess were certain specific powers not herein enumerated.

Unspecified powers.

CHAPTER III.

BANKRUPTS.

Bankrupts.

Sec. 3. Acts of Bankruptcy.—a Acts of bankruptcy by a person shall consist of his having (1) conveyed, transferred, concealed, or removed, or permitted to be concealed or removed, any part of his property with intent to hinder, delay, or defraud his creditors, or any of them; or (2) transferred, while insolvent, any portion of his property to one or more of his creditors with intent to prefer such creditors over his other creditors; or (3) suffered or permitted, while insolvent, any creditor to obtain a preference through legal proceedings, and not having at least five days before a sale or final disposition of any property affected by such preference vacated or discharged such preference; or (4) made a general assignment for the benefit of his creditors, or, being insolvent, applied for a receiver or trustee for his property or because of insolvency a receiver or trustee has been put in charge of his property under the laws of a State, of a Territory, or of the United States; or (5) admitted in writing his inability to pay his

Acts of bankruptcy.
—of what to consist.

debts and his willingness to be adjudged a bankrupt on that ground.

Petition to be filed within four months.

—from when to date.

b A petition may be filed against a person who is insolvent and who has committed an act of bankruptcy within four months after the commission of such act. Such time shall not expire until four months after (1) the date of the recording or registering of the transfer or assignment when the act consists in having made a transfer of any of his property with intent to hinder, delay, or defraud his creditors or for the purpose of giving a preference as hereinbefore provided, or a general assignment for the benefit of his creditors, if by law such recording or registering is required or permitted, or, if it is not, from the date when the beneficiary takes notorious, exclusive, or continuous possession of the property unless the petitioning creditors have received actual notice of such transfer or assignment.

Defense of solvency.

—burden of proof.

c It shall be a complete defense to any proceedings in bankruptcy instituted under the first subdivision of this section to allege and prove that the party proceeded against was not insolvent as defined in this Act at the time of the filing the petition against him, and if insolvency at such date is proved by the alleged bankrupt the proceedings shall be dismissed, and under said subdivision one the burden of proving solvency shall be on the alleged bankrupt.

Person denying insolvency.

—to testify.

—burden of proof, etc.

d Whenever a person against whom a petition has been filed as hereinbefore provided under the second and third subdivisions of this section takes issue with and denies the allegation of his insolvency, it shall be his duty to appear in court on the hearing with his books, papers, and accounts, and submit to an examination, and give testimony as to all matters tending to establish solvency or insolvency, and in case of his failure to so attend and submit to examination the burden of proving his solvency shall rest upon him.

Petitioner to give bond.

—liability for costs, etc.

e Whenever a petition is filed by any person for the purpose of having another adjudged a bankrupt, and an application is made to take charge of and hold the property of the alleged bankrupt, or any part of the same, prior to the adjudication and pending a hearing on the petition, the petitioner or applicant shall file in the same court a bond with at least two good and sufficient sureties who shall reside within the jurisdiction of said court, to be approved by the court or a judge thereof, in such sum as the court shall direct, conditioned for the payment, in case such petition is dismissed, to the respondent, his or her personal representatives, all costs, expenses, and damages occasioned by such seizure,

taking, and detention of the property of the alleged bankrupt.

If such petition be dismissed by the court or withdrawn by the petitioner, the respondent or respondents shall be allowed all costs, counsel fees, expenses, and damages occasioned by such seizure, taking, or detention of such property. Counsel fees, costs, expenses, and damages shall be fixed and allowed by the court, and paid by the obligors in such bond.

—allowance of costs, etc.

Counsel fees, etc., to be fixed by court.

Sec. 4. WHO MAY BECOME BANKRUPTS.—a. Any person, except a municipal, railroad, insurance, or banking corporation, shall be entitled to the benefits of this Act as a voluntary bankrupt.

Who may become bankrupts. —voluntary.

Any natural person, except a wage-earner or a person engaged chiefly in farming or the tillage of the soil, any unincorporated company, and any moneyed, business, or commercial corporation, except a municipal, railroad, insurance, or banking corporation, owing debts to the amount of one thousand dollars or over, may be adjudged an involuntary bankrupt upon default or an impartial trial, and shall be subject to the provisions and entitled to the benefits of this Act.

—involuntary.

The bankruptcy of a corporation shall not release its officers, directors, or stockholders, as such, from any liability under the laws of a State or Territory or of the United States.

Sec. 5. PARTNERS.—a A partnership, during the continuation of the partnership business, or after its dissolution and before the final settlement thereof, may be adjudged a bankrupt.

Partnership.

b The creditors of the partnership shall appoint the trustee; in other respects so far as possible the estate shall be administered as herein provided for other estates.

—administration of estate.

c The court of bankruptcy which has jurisdiction of one of the partners may have jurisdiction of all the partners and of the administration of the partnership and individual property.

—jurisdiction over one partner sufficient.

d The trustee shall keep separate accounts of the partnership property and of the property belonging to the individual partners.

—trustee's duty.

e. The expenses shall be paid from the partnership property and the individual property in such proportions as the court shall determine.

—expenses.

f The net proceeds of the partnership property shall be appropriated to the payment of the partnership debts, and the net proceeds of the individual estate of each partner to the payment of his individual debts. Should any surplus remain of the property of any partner after

—payment of partnership debts.

—payment of individual debts.

Surplus of partnership property.

paying his individual debts, such surplus shall be added to the partnership assets and be applied to the payment of the partnership debts. Should any surplus of the partnership property remain after paying the partnership debts, such surplus shall be added to the assets of the individual partners in the proportion of their respective interests in the partnership.

Claims of partnership against individual estates, etc.

g The court may permit the proof of the claim of the partnership estate against the individual estates, and vice versa, and may marshall the assets of the partnership estate and individual estates so as to prevent preferences and secure the equitable distribution of the property of the several estates.

Administration of estate where all partners are not bankrupt.

h In the event of one or more but not all of the members of a partnership being adjudged bankrupt, the partnership property shall not be administered in bankruptcy, unless by consent of the partner or partners not adjudged bankrupt; but such partner or partners not adjudged bankrupt shall settle the partnership business as expeditiously as its nature will permit, and account for the interest of the partner or partners adjudged bankrupt.

Exemption of bankrupts.

Sec. 6. Exemptions of Bankrupts.—a This Act shall not affect the allowance to bankrupts of the exemptions which are prescribed by the State laws in force at the time of the filing of the petition in the State wherein they have had their domicile for the six months or the greater portion thereof immediately preceding the filing of the petition.

Duties of bankrupts specified.

Sec. 7. Duties of Bankrupts.—a The bankrupt shall (1) attend the first meeting of his creditors, if directed by the court or a judge thereof to do so, and the hearing upon his application for a discharge, if filed; (2) comply with all lawful orders of the court; (3) examine the correctness of all proofs of claims filed against his estate; (4) execute and deliver such papers as shall be ordered by the court; (5) execute to his trustee transfers of all his property in foreign countries; (6) immediately inform his trustee of any attempt, by his creditors or other persons, to evade the provisions of this Act, coming to his knowledge; (7) in case of any person having to his knowledge proved a false claim against his estate, disclose that fact immediately to his trustee; (8) prepare, make oath to, and file in court within ten days, unless further time is granted, after the adjudication, if an involuntary bankrupt, and with the petition if a voluntary bankrupt, a schedule of his property, showing the amount and kind of property, the location thereof, its money value in detail, and a

list of his creditors, showing their residences, if known, if unknown, that fact to be stated, the amounts due each of them, the consideration thereof, the security held by them, if any, and a claim for such exemptions as he may be entitled to, all in triplicate, one copy of each for the clerk, one for the referee, and one for the trustee: and (9) when present at the first meeting of his creditors, and at such other times as the court shall order, submit to an examination concerning the conducting of his business, the cause of his bankruptcy, his dealings with his creditors and other persons, the amount, kind, and whereabouts of his property, and, in addition, all matters which may affect the administration and settlement of his estate: but no tesimony given by him shall be offered in evidence against him in any criminal proceeding.

Bankrupt, when not compelled to attend meeting.

Provided, however, That he shall not be required to attend a meeting of his creditors, or at or for an examination at a place more than one hundred and fifty miles distant from his home or principal place of business, or to examine claims except when presented to him, unless ordered by the court, or a judge thereof, for cause shown, and the bankrupt shall be paid his actual expenses from the estate when examined or required to attend at any place other than the city, town, or village of his residence.

—examine claims.

Expenses for attending meetings.

Sec. 8. Death or Insanity of Bankrupts.—a The death or insanity of a bankrupt shall not abate the proceedings, but the same shall be conducted and concluded in the same manner, so far as possible, as though he had not died or become insane: *Provided*, That in case of death the widow and children shall be entitled to all rights of dower and allowance fixed by the laws of the State of the bankrupt's residence.

Death or insanity of bankrupts.

—not to abate proceedings.

—widow entitled to dower, etc.

Sec. 9. Protection and Detention of Bankrupts.—a A bankrupt shall be exempt from arrest upon civil process except in the following cases: (1) When issued from a court of bankruptcy for contempt or disobedience of its lawful orders; (2) when issued from a State court having jurisdiction, and served within such State, upon a debt or claim from which his discharge in bankruptcy would not be a release, and in such case he shall be exempt from such arrest when in attendance upon a court of bankruptcy or engaged in the performance of a duty imposed by this Act.

Protection and detention of bankrupts.

Exemption from arrest.

b The judge may, at any time after the filing of a petition by or against a person, and before the expiration of one month after the qualification of the trustee, upon satisfactory proof by the affidavits of at least two

Detention for purposes of examination.

persons that such bankrupt is about to leave the district in which he resides or has his principal place of business to avoid examination, and that his departure will defeat the proceedings in bankruptcy, issue a warrant to the marshal, directing him to bring such bankrupt forthwith before the court for examination. If upon hearing the evidence of the parties it shall appear to the court or a judge thereof that the allegaions are true and that it is necessary, he shall order such marshal to keep such bankrupt in custody not exceeding ten days, but not imprison him, until he shall be examined and released or give bail conditioned for his appearance for examination, from time to time, not exceeding in all ten days, as required by the court, and for his obedience to all lawful orders made in reference thereto.

May be kept in custody ten days, etc.

Extradition of bankrupts.

Sec. 10. EXTRADITION OF BANKRUPTS.—a Whenever a warrant for the apprehension of a bankrupt shall have been issued, and he shall have been found within the jurisdiction of a court other than the one issuing the warrant, he may be extradited in the same manner in which persons under indictment are now extradited from one district within which a district court has jurisdiction to another.

Suits by and against bankrupts.

Sec 11. SUITS BY AND AGAINST BANKRUPTS.—a A suit which is founded upon a claim from which a discharge would be a release, and which is pending against a person at the time of the filing of a petition against him, shall be stayed until after an adjudication or the dismissal of the petition; if such person is adjudged a bankrupt, such action may be further stayed until twelve months after the date of such adjudication, or, if within that time such person applies for a discharge, then until the question of such discharge is determined.

—stay until adjudication.

—further stay.

b The court may order the trustee to enter his appearance and defend any pending suit against the bankrupt.

—appearance of trustee.

c A trustee may, with the approval of the court, be permitted to prosecute as trustee any suit commenced by he bankrupt prior to the adjudication, with like force and effect as though it had been commenced by him.

—commenced prior to adjudication.

d Suits shall not be brought by or against a trustee of a bankrupt estate subsequent to two years after the estate has been closed.

Time for bringing suits against trustees.

Sec. 12. COMPOSITIONS, WHEN CONFIRMED.—a A bankrupt may offer, either before or after adjudication, terms of composition to his creditors after, but not before, he has been examined in open court or at a meeting of his creditors, and has filed in court the schedule of his property and the list of his creditors required to

Compositions.
—when may be offered.

be filed by bankrupts. In compositions before adjudication the bankrupt shall file the required schedules, and thereupon the court shall call a meeting of creditors for the allowance of claims, examination of the bankrupt, and preservation or conduct of estates, at which meeting the judge or referee shall preside; and action upon the petition for adjudication shall be delayed until it shall be determined whether such composition shall be confirmed.

b An application for the confirmation of a composition may be filed in the court of bankruptcy after, but not before, it has been accepted in writing by a majority in number of all creditors whose claims have been allowed, which number must represent a majority in amount of such claims, and the consideration to be paid by the bankrupt to his creditors, and the money necessary to pay all debts which have priority and the cost of the proceedings, have been deposited in such place as shall be designated by and subject to the order of the judge. —application for confirming.

c A date and place, with reference to the convenience of the parties in interest, shall be fixed for the hearing upon each application for the confirmation of a composition, and such objections as may be made to its confirmation. —date, etc., for hearing.

d The judge shall confirm a composition if satisfied that (1) it is for the best interests of the creditors; (2) the bankrupt has not been guilty of any of the acts or failed to perform any of the duties which would be a bar to his discharge; and (3) the offer and its acceptance are in good faith and have not been made or procured except as herein provided, or by any means, promises, or acts herein forbidden. —conditions of confirmance.

e Upon the confirmation of a composition, the consideration shall be distributed as the judge shall direct, and the case dismissed. Whenever a composition is not confirmed, the estate shall be administered in bankruptcy as herein provided. —distribution of consideration.

SEC. 13. COMPOSITIONS, WHEN SET ASIDE.—a The judge may, upon the application of parties in interest filed at any time within six months after a composition has been confirmed, set the same aside and reinstate the case if it shall be made to appear upon a trial that fraud was practiced in the procuring of such composition, and that the knowledge thereof has come to the petitioners since the confirmation of such composition. —may be set aside. —upon practice of fraud.

SEC. 14. DISCHARGES, WHEN GRANTED.—a Any person may, after the expiration of one month and within Discharges.

application for.

the next twelve months subsequent to being adjudged a bankrupt, file an application for a discharge in the court of bankruptcy in which the proceedings are pending; if it shall be made to appear to the judge that the bankrupt was unavoidably prevented from filing it within such time, it may be filed within but not after the expiration of the next six months.

hearing of application.

b The judge shall hear the application for a discharge and such proofs and pleas as may be made in opposition thereto by the trustee or other parties in interest, at such time as will give the trustee or parties in interest a reasonable opportunity to be fully heard, and investigate the merits of the application and discharge the applicant unless he has (1) committed an offense punishable by imprisonment as herein provided; or (2) with intent to conceal his financial condition, destroyed, concealed, or failed to keep books of account or records from which such condition might be ascertained; or (3) obtained money or property on credit upon a materially false statement in writing, made by him to any person or his representative for the purpose of obtaining credit from such person; or (4) at any time subsequent to the first day of the four months immediately preceding the filing of the petition transferred, removed, destroyed, or concealed, or permitted to be removed, destroyed, or concealed, any of his property, with intent to hinder, delay, or defraud his creditor (5) in voluntary proceedings been granted a discharge in bankruptcy within six years; or (6) in the course of the proceedings in bankruptcy refused to obey any lawful order of, or to answer any material question approved by the court: *Provided*, That a trustee shall not interpose objections to a bankrupt's discharge until he shall be authorized so to do at a meeting of creditors called for that purpose.

Confirmation discharges from debt.

c The confirmation of a composition shall discharge the bankrupt from his debts, other than those agreed to be paid by the terms of the composition and those not affected by a discharge.

Discharges, when revoked.

SEC. 15. DISCHARGES, WHEN REVOKED.—a The judge may, upon the application of parties in interest who have not been guilty of undue laches, filed at any time within one year after a discharge shall have been granted, revoke it upon a trial if it shall be made to appear that it was obtained through the fraud of the bankrupt, and that the knowledge of the fraud has come to the petitioners since the granting of the discharge, and that the actual facts did not warrant the discharge.

Sec. 16. CO-DEBTORS OF BANKRUPTS.—a The liability of a person who is a co-debtor with, or guarantor or in any manner a surety for, a bankrupt shall not be altered by the discharge of such bankrupt.

Co-debtors' liability not affected by bankrupt's discharge, etc.

Sec. 17. DEBTS NOT AFFECTED BY A DISCHARGE.—a A discharge in bankruptcy shall release a bankrupt from all of his provable debts, except such as (1) are due as a tax levied by the United States, the State, county, district, or municipality in which he resides; (2) are liabilities for obtaining property by false pretenses or false representations, or for wilful and malicious injuries to the person or property of another, or for alimony due or to become due, or for maintainence or support of wife or child, or for seduction of an unmarried female, or for criminal conversation; (3) have not been duly scheduled in time for proof and allowance, with the name of the creditor if known to the bankrupt, unless such creditor had notice or actual knowledge of the proceedings in bankruptcy; or (4) were created by his fraud, embezzlement, misappropriation, or defalcation while acting as an officer or in any fiduciary capacity.

Debts not affected by a discharge.

—U. S. and State taxes.

—judgments in fraud actions, etc.

—claims not scheduled, etc.

—created by fraud actions, etc.

CHAUTER IV.

COURTS AND PROCEDURE THEREIN.

Courts and procedure.

Sec. 18. PROCESS, PLEADINGS AND ADJUDICATIONS.—a Upon the filing of a petition for involuntary bankrupcy, service thereof, with a writ of subpœna, shall be made upon the person therein named as defendant in the same manner that service of such process is now had upon the commencement of a suit in equity in the courts of the United States, except that it shall be returnable within fifteen days, unless the judge shall for cause fix a longer time; but in case personal service can not be made, then notice shall be given by publication in the same manner and for the same time as provided by law for notice by publication in suits to enforce a legal or equitable lien in courts of the United States, except that, unless the judge shall otherwise direct, the order shall be published not more than once a week for two consecutive weeks, and the return day shall be ten days after the last publication unless the judge shall for cause fix a longer time.

Service of petition, involuntary bankruptcy.

—returnable in 15 days.

—by publication.

b The bankrupt, or any creditor, may appear and plead to the petition within five days after the return day, or within such further time as the court may allow.

Pleading within 10 days.

c All pleadings setting up matters of fact shall be verified under oath.

—verification.

Court to determine issues when facts controverted.

d If the bankrupt, or any of his creditors, shall appear, within the time limited, and controvert the facts alleged in the petition, the judge shall determine, as soon as may be, the issues presented by the pleadings, without the intervention of a jury, except in cases where a jury trial is given by this Act, and makes the adjudication or dismiss the petition.

Decision where pleadings not filed.

e If on the last day within which pleadings may be filed none are filed by the bankrupt or any of his creditors, the judge shall on the next day, if present, or as soon thereafter as practicable, make the adjudication or dismiss the petition.

If judge absent, case to be referred to referee.

f If the judge is absent from the district, or the division of the district in which the petition is pending, on the next day after the last day on which pleadings may be filed, and none have been filed by the bankrupt or any of his creditors, the clerk shall forthwith refer the case to the referee.

Hearing on filing voluntary petition.

—absence of judge.

g Upon the filing of a voluntary petition the judge shall hear the petition and make the adjudication or dismiss the petition. If the judge is absent from the district, or the division of the district in which the petition is filed at the time of the filing, the clerk shall forthwith refer the case to the referee.

Jury trials.

—person against whom involuntary petition filed, entitled.

Sec. 19. JURY TRIALS.—a A person against whom an involuntary petition has been filed shall be entitled to have a trial by jury, in respect to the question of his insolvency, except as herein otherwise provided, and any act of bankruptcy alleged in such petition to have been committed, upon filing a written application therefor at or before the time within which an answer may be filed.

—right waived.

If such application is not filed within such time, a trial by jury shall be deemed to have been waived.

Attendance of jury, etc.

b If a jury is not in attendance upon the court, one may be specially summoned for the trial, or the case may be postponed, or, if the case is pending in one of the district courts within the jurisdiction of a circuit court of the United States, it may be certified for trial to the circuit court sitting at the same place, or by consent of parties when sitting at any other place in the same district, if such circuit court has or is to have a jury first in attendance.

Laws as to jury trials applicable.

c The right to submit matters in controversy, or an alleged offense under this Act, to a jury shall be determined and enjoyed, except as provided by this Act, according to the United States laws now in force or such as may be hereafter enacted in relation to trials by jury.

Sec. 20. OATHS, AFFIRMATIONS.—a Oaths required by this Act, except upon hearings in court, may be administered by (1) referees; (2) officers authorized to administer oaths in proceedings before the courts of the United States, or under the laws of the State where the same are to be taken; and (3) diplomatic or consular officers of the United States in any foreign country.

Oaths, by whom administered.

b Any person conscientiously opposed to taking an oath may, in lieu thereof, affirm. Any person who shall affirm falsely shall be punished as for the making of a false oath.

Affirmations.

Sec. 21. EVIDENCE.—a A court of bankruptcy may, upon application of any officer, bankrupt, or creditor, by order require any designated person, including the bankrupt and his wife, to appear in court or before a referee or the judge of any State court, to be examined concerning the acts, conduct, or property of a bankrupt whose estate is in process of administration under this Act: *Provided*, That the wife may be examined only touching business transacted by her or to which she is a party, and to determine the fact whether she has transacted or been a party to any business of the bankrupt.

Evidence.

Compulsory attendance of witnesses.

b The right to take depositions in proceedings under this Act shall be determined and enjoyed according to the United States laws now in force, or such as may be hereafter enacted relating to the taking of depositions, except as herein provided.

Depositions, laws governing.

c Notice of the taking of depositions shall be filed with the referee in every case. When depositions are to be taken in opposition to the allowance of a claim notice shall also be served upon the claimant, and when in opposition to a discharge notice shall also be served upon the bankrupt.

—notice of taking.

d Certified copies of proceedings before a referee, or of papers, when issued by the clerk or referee, shall be admitted as evidence with like force and effect as certified copies of the records of district courts of the United States are now or may hereafter be admitted as evidence.

Certified copies of proceedings evidence.

e A certified copy of the order approving the bond of a trustee shall constitute conclusive evidence of the vesting in him of the title to the property of the bankrupt, and if recorded shall impart the same notice that a deed from the bankrupt to the trustee if recorded would have imparted had not bankruptcy proceedings intervened.

—of order approving trustees' bond.

f A certified copy of an order confirming or setting aside a composition, or granting or setting aside a dis-

—of order confirming composition, etc.

charge, not revoked, shall be evidence of the jurisdiction of the court, the regularity of the proceedings, and of the fact that the order was made.

—evidence of revesting title in bankrupt.

g A certified copy of an order confirming a composition shall constitute evidence of the revesting of the title of his property in the bankrupt, and if recorded shall impart the same notice that a deed from the trustee to the bankrupt if recorded would impart.

Reference of cases after adjudication.

SEC. 22. REFERENCE OF CASES AFTER ADJUDICATION.—a After a person has been adjudged a bankrupt the judge may cause the trustee to proceed with the administration of the estate, or refer it (1) generally to the referee or specially with only limited authority to act in the premises or to consider and report upon specified issues; or (2) to any referee within the territorial jurisdiction of the court, if the convenience of parties in interest will be served thereby, or for cause, or if the bankrupt does not do business, reside, or have his domicile in the district.

Transfer of case to different referee.

b The judge may, at any time, for the convenience of parties or for cause, transfer a case from one referee to another.

Jurisdiction of United States and State courts.
—circuit courts.

SEC. 23. JURISDICTION OF UNITED STATES AND STATE COURTS.—a The United States circuit courts shall have jurisdiction of all controversies at law and in equity, as distinguished from proceedings in bankruptcy, between trustees as such and adverse claimants concerning the property acquired or claimed by the trustees, in the same manner and to the same extent only as though bankruptcy proceedings had not been instituted and such controversies had been between the bankrupts and such adverse claimants.

Suits by trustees, where brought.

b Suits by the trustee shall only be brought or prosecuted in the courts where the bankrupt, whose estate is being administered by such trustee, might have brought or prosecuted them if proceedings in bankruptcy had not been instituted, unless by consent of the proposed defendant, except suits for the recovery of property under section sixty, subdivision b; section sixty-seven, subdivision e; and section seventy, subdivision e.

Concurrent jurisdiction in circuit courts and courts of bankruptcy.

c The United States circuit courts shall have concurrent jurisdiction with the courts of bankruptcy, within their respective territorial limits, of the offenses enumerated in this Act.

Appellate courts, jurisdiction of.

SEC. 24. JURISDICTION OF APPELLATE COURTS.—a The Supreme Court of the United States, the circuit courts of appeals of the United States, and the supreme courts of the Territories, in vacation in chambers and during their respective terms, as now or as they may be here-

after held, are hereby invested with appellate jurisdiction of controversies arising in bankruptcy proceedings from the courts of bankruptcy from which they have appellate jurisdiction in other cases. The Supreme Court of the United States shall exercise a like jurisdiction from courts of bankruptcy not within any organized circuit of the United States and from the supreme court of the District of Columbia.

—appeals from courts not in organized circuits and in District of Columbia.

b The several circuit courts of appeal shall have jurisdiction in equity, either interlocutory or final, to superintend and revise in matter of law the proceedings of the several inferior courts of bankruptcy within their jurisdiction. Such power shall be exercised on due notice and petition by any party aggrieved.

Jurisdiction of circuit court of appeals.

Sec. 25. Appeals and Writs of Error.—a That appeals, as in equity cases, may be taken in bankruptcy proceedings from the courts of bankruptcy to the circuit court of appeals of the United States, and to the supreme court of the Territories, in the following cases, to wit, (1) from a judgment adjudging or refusing to adjudge the defendant a bankrupt; (2) from a judgment granting or denying a discharge; and (3) from a judgment allowing or rejecting a debt or claim of five hundred dollars or over. Such appeal shall be taken within ten days after the judgment appealed from has been rendered, and may be heard and determined by the appellate court in term or vacation, as the case may be.

Appeals.

—when taken.

—to be within 10 days.

—hearing.

b From any final decision of a court of appeals, allowing or rejecting a claim under this Act, an appeal may be had under such rules and within such time as may be prescribed by the Supreme Court of the United States, in the following cases and no other:

Appeal to U. S. Supreme Court.

1. Where the amount in controversy exceeds the sum of two thousand dollars, and the question involved is one which might have been taken on appeal or writ of error from the highest court of a State to the Supreme Court of the United States; or

—where amount exceeds $2,000, etc.

2. Where some Justice of the Supreme Court of the United States shall certify that in his opinion the determination of the question or questions involved in the allowance or rejection of such claim is essential to a uniform construction of this Act throughout the United States.

—where question certified by Su- Court Justice.

c Trustees shall not be required to give bond when they take appeals or sue out writs of error.

—trustees not to give bond.

d Controversies may be certified to the Supreme Court of the United States from other courts of the United States, and the former court may exercise jurisdiction thereof and issue writes of certiorari pursuant

—certification to Supreme Court by courts.

to the provisions of the United States laws now in force or such as may be hereafter enacted.

Arbitration of controversies.
—trustees may submit to.

SEC. 26. ARBITRATION OF CONTROVERSIES.—a The trustee may, pursuant to the direction of the court, submit to arbitration any controversy arising in the settlement of the estate.

Selection of arbitrators.

b Three arbitrators shall be chosen by mutual consent, or one by the trustee, one by the other party to the controversy, and the third by the two so chosen, or if they fail to agree in five days after their appointment the court shall appoint the third arbitrator.

Findings of arbitrators.

c The written finding of the arbitrators, or a majority of them, as to the issues presented, may be filed in court and shall have like force and effect as the verdict of a jury.

Compromise by trustee.

SEC. 27. COMPROMISES.—a The trustee may, with the approval of the court, compromise any controversy arising in the administration of the estate upon such terms as he may deem for the best interests of the estate.

newspapers to publish notices.

SEC. 28. DESIGNATION OF NEWSPAPERS.—a Courts of bankruptcy shall by order designate a newspaper published within their respective territorial districts, and in the county in which the bankrupt resides or the major part of his property is situated, in which notices required to be published by this Act and orders which the court may direct to be published shall be inserted. Any court may in a particular case, for the convenience of parties in interest, designate some additional newspaper in which notices and orders in such case shall be published.

Penalty.

SEC. 29. OFFENSES.—a A person shall be punished, by imprisonment for a period not to exceed five years, upon conviction of the offense of having knowingly and fraudulently appropriated to his own use, embezzled, spent, or unlawfully transferred any property or secreted or destroyed any document belonging to a bankrupt estate which came into his charge as trustee.

—for misappropriating property.

—concealing property.

b A person shall be punished, by imprisonment for a period not to exceed two years, upon conviction of the offense of having knowingly and fraudulently (1) concealed while a bankrupt, or after his discharge, from his trustee any of the property belonging to his estate in bankruptcy; or (2) made a false oath or account in, or in relation to, any proceeding in bankruptcy; (3) presented under oath any false claim for proof against the estate of a bankrupt, or used any such claim in composition personally or by agent, proxy, or attorney, or as agent, proxy, or attorney; or (4) received any material amount of property from a bankrupt after the

—false oath or account, etc.
—presenting false claim.

—receiving property from bankrupt.

filing of the petition, with intent to defeat this Act; or (5) extorted or attempted to extort any money or property from any person as a consideration for acting or forbearing to act in bankruptcy proceedings.

—extorting money for forbearing to act, etc.

c A person shall be punished by fine, not to exceed five hundred dollars, and forfeit his office, and the same shall thereupon become vacant, upon conviction of the offense of having knowingly (1) acted as a referee in a case in which he is directly or indirectly interested; or (2) purchased, while a referee, directly or indirectly, any property of the estate in bankruptcy of which he is referee; or (3) refused, while a referee or trustee, to permit a reasonable opportunity for the inspection of the accounts relating to the affairs of, and the papers and records of, estates in his charge by parties in interest when directed by the court so to do.

—acting as referee when interested.

—purchasing property, etc.

—refusing to permit inspection of accounts.

d A person shall not be prosecuted for any offense arising under this Act unless the indictment is found or the information is filed in court within one year after the commission of the offense.

Prosecutions to be in one year.

Sec. 30. Rules, Forms, and Orders.—a All necessary rules, forms, and orders as to procedure and for carrying this Act into force and effect shall be prescribed, and may be amended from time to time, by the Supreme Court of the United States.

United States Supreme Court to make rules, etc.

Sec. 31. Computation of Time.—a Whenever time is enumerated by days in this Act, or in any proceeding in bankruptcy, the number of days shall be computed by excluding the first and including the last, unless the last fall on a Sunday or holiday, in which event the day last included shall be the next day thereafter which is not a Sunday or a legal holiday.

Computation of time.

Sec. 32. Transfer of Cases.—a In the event petitions are filed against the same person, or against different members of a partnership, in different courts of bankruptcy each of which has jurisdiction, the cases shall be transferred, by order of the courts relinquishing jurisdiction, to and be consolidated by the one of such courts which can proceed with the same for the greatest convenience of parties in interest.

Transfer of cases commenced in different courts.

CHAPTER V.

Officers.

OFFICERS, THEIR DUTIES AND COMPENSATION

Sec. 33. Creation of Two Offices.—a The offices of referee and trustee are hereby created.

Offices of referee and trustee created.

Sec. 34. Appointment, Removal, and Districts of Referees.—a Courts of bankruptcy shall, within the

Referees, appointment, etc.

territorial limits of which they respectively have jurisdiction, (1) appoint referees, each for a term of two years, and may, in their discretion, remove them because their services are not needed or for other cause; and (2) designate, and from time to time change, the limits of the districts of referees, so that each county, where the services of a referee are needed, may constitute at least one district.

—designation of districts.

—qualifications.

Sec. 35. QUALIFICATIONS OF REFEREES.—a Individuals shall not be eligible to appointment as referees unless they are respectively (1) competent to perform the duties of that office; (2) not holding any office of profit or emolument under the laws of the United States or of any State other than commissioners of deeds, justices of the peace, masters in chancery, or notaries public; (3) not related by consanguinity or affinity, within the third degree as determined by the common law, to any of the judges of the courts of bankruptcy or circuit courts of the United States, or of the justices or judges of the appellate courts of the districts wherein they may be appointed; and (4) residents of, or have their offices in, the territorial districts for which they are to be appointed.

—to take oath.

Sec. 36. OATHS OF OFFICE OF REFEREES.—a Referees shall take the same oath of office as that prescribed for judges of United States courts.

—number of.

Sec. 37. NUMBER OF REFEREES.—a Such number of referees shall be appointed as may be necessary to assist in expeditiously transacting the bankruptcy business pending in the various courts of bankruptcy.

Jurisdiction of referees.

—to consider petitions.

—administer oaths, examine witnesses, etc.

—take possession and release property, etc.

—perform certain duties of bankruptcy courts.

Sec. 38. JURISDICTION OF REFEREES.—a Referees respectively are hereby invested, subject always to a review by the judge, within the limits of their districts as established from time to time, with jurisdiction to (1) consider all petitions referred to them by the clerks and make the adjudications or dismiss the petitions; (2) exercise the powers vested in courts of bankruptcy for the administering of oaths to and the examination of persons as witnesses and for requiring the production of documents in proceedings before them, except the power of commitment; (3) exercise the powers of the judge for the taking possession and releasing of the property of the bankrupt in the event of the issuance by the clerk of a certificate showing the absence of a judge from the judicial district, or the division of the district, or his sickness, or inability to act; (4) perform such part of the duties, except as to questions arising out of the applications of bankrupts for compositions or discharges, as are by this Act conferred on courts

of bankruptcy and as shall be prescribed by rules or orders of the courts of bankruptcy of their respective districts, except as herein otherwise provided; and (5) upon the application of the trustee during the examination of the bankrupts, or other proceedings, authorize the employment of stenographers at the expense of the estates at a compensation not to exceed ten cents per folio for reporting and transcribing the proceedings.

—authorize employment of stenographers.

Sec. 39. DUTIES OF REFEREES.—a Referees shall (1) declare dividends and prepare and deliver to trustees dividend sheets showing the dividends declared and to whom payable; (2) examine all schedules of propetry and lists of creditors filed by bankrupts and cause such as are incomplete or defective to be amended; (3) furnish such information concerning the estates in process of administration before them as may be requested by the parties in interest; (4) give notices to creditors as herein provided; (5) make up records embodying the evidence, or the substance thereof, as agreed upon by the parties in all contested matters arising before them, whenever requested to do so by either of the parties thereto, together with their findings therein, and transmit them to the judges; (6) prepare and file the schedules of property and lists of creditors required to be filed by the bankrupts, or cause the same to be done, when the bankrupts fail, refuse, or neglect to do so; (7) safely keep, perfect, and transmit to the clerks the records, herein required to be kept by them, when the cases are concluded; (8) transmit to the clerks such papers as may be on file before them whenever the same are needed in any proceedings in courts, and in like manner secure the return of such papers after they have been used, or, if it be impracticable to transmit the original papers, transmit certified copies thereof by mail; (9) upon application of any party in interest, preserve the evidence taken or the substance thereof as agreed upon by the parties before them when a stenographer is not in attendance; and (10) whenever their respective offices are in the same cities or towns where the courts of bankruptcy convene, call upon and receive from the clerks all papers filed in courts of bankruptcy which have been referred to them.

Referees' duties.

—declare dividends.

—examine schedules, etc.

—furnish information, etc.

—give notices.

—prepare records, etc.

—prepare schedules, etc.

—preserve records, etc.

—transmit papers to clerks, etc.

—preserve evidence, etc.

—obtain papers, etc.

b Referees shall not (1) act in cases in which they are directly or indirectly interested; (2) practice as attorneys and counselors at law in any bankruptcy proceedings; or (3) purchase, directly or indirectly, any property of an estate in bankruptcy.

—not to act if interested.

Sec. 40. COMPENSATION OF REFEREES.—a Referees shall receive as full compensation for their services,

Compensation of referees.

payable after they are rendered, a fee of fifteen dollars deposited with the clerk at the time the petition is filed in each case, except when a fee is not required from a voluntary bankrupt, and twenty-five cents for every proof of claim filed for allowance, to be paid from the estate, if any, as a part of the cost of administration, and from estates which have been administered before them one per centum commissions on all moneys disbursed to creditors by the trustee, or one-half of one per centum on the amount to be paid to creditors upon the confirmation of a composition.

—on transfer from one to another.

b Whenever a case is transferred from one referee to another the judge shall determine the proportion in which the fee and commissions therefor shall be divided between the referees.

—where reference revoked.

c In the event of the references of a case being revoked before it is concluded, and when the case is especially referred, the judge shall determine what part of the fee and commissions shall be paid to the referee.

Contempt before referees.

Sec. 41. CONTEMPTS BEFORE REFEREES.—a A person shall not, in proceedings before a referee, (1) disobey or resist any lawful order, process, or writ; (2) misbehave during a hearing or so near the place thereof as to obstruct the same; (3) neglect to produce, after having been ordered to do so, any pertinent document; or (4) refuse to appear after having been subpœnaed, or, upon appearing, refuse to take the oath as a witness, or, after having taken the oath, refuse to be examined according to law: *Provided*, That no person shall be required to attend as a witness before a referee at a place outside of the State of his residence, and more than one hundred miles from such place of residence, and only in case his lawful mileage and fee for one day's attendance shall be first paid or tendered to him.

When witness not required to attend.

Contempt proceedings.

b The referee shall certify the facts to the judge, if any person shall do any of the things forbidden in this section. The judge shall thereupon, in a summary manner, hear the evidence as to the acts complained of, and, if it is such as to warrant him in so doing, punish such person in the same manner and to the same extent as for a contempt committed before the court of bankruptcy, or commit such person upon the same conditions as if the doing of the forbidden act had occurred with reference to the process of, or in the presence of, the court.

—penalty.

Records of referees.

Sec. 42. RECORDS OF REFEREES.—a The records of all proceedings in each case before a referee shall be kept as nearly as may be in the same manner as records are

—manner of keeping.

now kept in equity cases in circuit courts of the United States.

b A record of the proceedings in each case shall be kept in a separate book or books, and shall, together with the papers on file, constitute the records of the case.

c The book or books containing a record of the proceedings shall, when the case is concluded before the referee, be certified to by him, and, together with such papers as are on file before him, be transmitted to the court of bankruptcy and shall there remain as a part of the records of the court.

Referees' absence or disability.

Sec. 43. REFEREE'S ABSENCE OR DISABILITY.—a Whenever the office of a referee is vacant, or its occupant is absent or disqualified to act, the judge may act, or may appoint another referee, or another referee holding an appointment under the same court may, by order of the judge, temporarily fill the vacancy.

—filling vavancy.

Trustees.

Sec. 44. APPOINTMENT OF TRUSTEES.—a The creditors of a bankrupt estate shall, at their first meeting after the adjudication or after a vacancy has occurred in the office of trustee, or after an estate has been reopened, or after a composition has been set aside or a discharge revoked, or if there is a vacancy in the office of trustee, appoint one trustee or three trustees of such estate. If the creditors do not appoint a trustee or trustees as herein provided, the court shall do so.

—appointment.

—qualifications.

Sec. 45. QUALIFICATIONS OF TRUSTEES.—a Trustees may be (1) individuals who are respectively competent to perform the duties of that office, and reside or have an office in the judicial district within which they are appointed, or (2) corporations authorized by their charters or by law to act in such capacity and having an office in the judicial district within which they are appointed.

—death or removal.

—suits not to abate, etc.

Sec. 46. DEATH OR REMOVAL OF TRUSTEES.—a The death or removal of a trustee shall not abate any suit or proceeding which he is prosecuting or defending at the time of his death or removal, but the same may be proceeded with or defended by his joint trustee or successor in the same manner as though the same had been commenced or was being defended by such joint trustee alone or by such successor.

—duties specified.

Sec. 47. DUTIES OF TRUSTEES.—a Trustees shall respectively (1) account for and pay over to the estates under their control all interest received by them upon property of such estates; (2) collect and reduce to money the property of the estates for which they are trustees, under the direction of the court, and close up

the estate as expeditiously as is compatible with the best interests of the parties in interest; and such trustees, as to all property in the custody or coming into the custody of the bankruptcy court, shall be deemed vested with all the rights, remedies, and powers of a creditor holding a lien by legal or equitable proceedings thereon; and also, as to all property not in the custody of the bankruptcy court, shall be deemed vested with all the rights, remedies, and powers of a judgment creditor holding an execution duly returned unsatisfied; (3) deposit all money received by them in one of the designated depositories; (4) disburse money only by check or draft on the depositories in which it has been deposited; (5) furnish such information concerning the estates of which they are trustees and their administration as may be requested by parties in interest; (6) keep regular accounts showing all amounts received and from what sources and all amounts expended and on what accounts; (7) lay before the final meeting of the creditors detailed statements of the administration of the estates; (8) make final reports and file final accounts with the courts fifteen days before the days fixed for the final meetings of the creditors; (9) pay dividends within ten days after they are declared by the referees; (10) report to the courts, in writing, the condition of the estates and the amounts of money on hand, and such other details as may be required by the courts, within the first month after their appointment and every two months thereafter, unless otherwise ordered by the courts; and (11) set apart the bankrupt's exemptions and report the items and estimated value thereof to the court as soon as practicable after their appointment.

—concurrence of two out of three necessary.

b Whenever three trustees have been appointed for an estate, the concurrence of at least two of them shall be necessary to the validity of their every act concerning the administration of the estate.

c The trustee shall, within thirty days after the adjudication, file a certified copy of the decree of adjudication in the office where conveyances of real estate are recorded in every county where the bankrupt owns real estate not exempt from execution, and pay the fee for such filing, and he shall receive a compensation of fifty cents for each copy so filed, which, together with the filing fee, shall be paid out of the estate of the bankrupt as a part of the costs and disbursements of the proceedings.

Trustees' compensation.

Sec. 48. COMPENSATION OF TRUSTEES, RECEIVERS AND MARSHALS: (a) Trustees shall receive for their services,

payable after they are rendered, a fee of five dollars deposited with the clerk at the time the petition is filed in each case, except when a fee is not required from a voluntary bankrupt, and such commissions on all moneys disbursed or turned over to any person, including lien holders, by them, as may be allowed by the courts, not to exceed six per centum on the first five hundred dollars or less, four per centum on moneys in excess of five hundred dollars and less than fifteen hundred dollars, two per centum on moneys in excess of fifteen hundred dollars and less than ten thousand dollars, and one per centum on moneys in excess of ten thousand dollars. And in case of the confirmation of a composition, after the trustee has qualified the court may allow him, as compensation, not to exceed one-half of one per centum of the amount to be paid the creditors on such composition.

—fee.

—commissions.

(b) In the event of an estate being administered by three trustees instead of one trustee or by successive trustees, the court shall apportion the fees and commissions between them according to the services actually rendered, so that there shall not be paid to trustees for the administering of any estate a greater amount than one trustee would be entitled to.

— apportionment where more than one.

(c) The court may, in its discretion, withhold all compensation from any trustee who has been removed for cause.

—withholding of.

(d) Receivers or marshals appointed pursuant to section two, subdivision three, of this Act shall receive for their services, payable after they are rendered, compensation by way of commissions upon the moneys disbursed or turned over to any person, including lien holders, by them, and also upon the moneys turned over by them or afterwards realized by the trustees from property turned over in kind by them to the trustees, as the court may allow, not to exceed six per centum on the first five hundred dollars or less, four per centum on moneys in excess of five hundred and less than one thousand five hundred dollars, two per centum on moneys in excess of one thousand five hundred dollars and less than ten theousand dollars, and one per centum on moneys in excess of ten thousand dollars: *Provided*, That in case of the confirmation of a composition such commissions shall not exceed one-half of one per centum of the amount to be paid creditors on such compositions: *Provided further*, That when the receiver or marshal acts as a mere custodian and does not carry on the business of the bankrupt as provided in clause five of section two of this Act, he

shall not receive nor be allowed in any form or guise more than two per centum on the first thousand dollars or less, and one-half of one per centum on all above one thousand dollars on moneys disbursed by him or turned over by him to the trustee and on moneys subsequently realized from property turned over by him in kind to the trustee: *Provided further*, That before the allowance of compensation notice of application therefor, specifying the amount asked, shall be given to creditors in the manner indicated in section fifty-eight of this Act.

(e) Where the business is conducted by trustees, marshals, or receivers, as provided in clause five of section two of this Act, the court may allow such officers additional compensation for such services by way of commissions upon the moneys, disbursed or turned over to any person, including lien holders, by them, and, in cases of receivers or marshals, also upon the moneys turned over by them or afterwards realized by the trustees from property turned over in kind by them to the trustees; such commissions not to exceed six per centum on the first five hundred dollars or less, four per centum on moneys in excess of five hundred dollars and less than one thousand five hundred dollars, two per centum on moneys in excess of one thousand five hundred dollars and less than ten thousand dollars, and one per centum on moneys in excess of ten thousand dollars: *Provided*, That in case of the confirmation of a composition such commissions shall not exceed one-half of one per centum of the amount to be paid creditors on such composition: *Provided further*, That before the allowance of compensation notice of application therefor, specifying the amount asked, shall be given to creditors in the manner indicated in section fifty-eight of this Act.

Trustees' accounts and papers.

Sec. 49. ACCOUNTS AND PAPERS OF TRUSTEES.—a The accounts and papers of trustees shall be open to the inspection of officers and all parties in interest.

Bonds of referees.

Sec. 50. BONDS OF REFEREES AND TRUSTEES.—a Referees, before assuming the duties of their offices, and within such time as the district courts of the United States having jurisdiction shall prescribe, shall respectively qualify by entering into bond to the United States in such sum as shall be fixed by such courts, not to exceed five thousand dollars, with such sureties as shall be approved by such courts, conditioned for the faithful performance of their official duties.

—of trustees.

b Trustees, before entering upon the performance of their official duties, and within ten days after their appointment, or within such further time, not to exceed

five days, as the court may permit, shall respectively qualify by entering into bond to the United States, with such sureties as shall be approved by the courts, conditioned for the faithful performance of their official duties.

—of new trustee, etc.

e The creditors of a bankrupt estate, at their first meeting after the adjudication, or after a vacancy has occurred in the office of trustee, or after an estate has been reopened, or after a composition has been set aside of a discharge revoked, if there is a vacancy in the office of trustee, shall fix the amount of the bond of the trustee; they may at any time increase the amount of the bond. If the creditors do not fix the amount of the bond of the trustee as herein provided the court shall do so.

—amount may be increased.

Surety's property, value.

d The court shall require evidence as to the actual value of the property of sureties.

—two necessary.

e There shall be at least two sureties upon each bond.

—excess of property.

f The actual value of the property of the sureties, over and above their libilities and exemptions, on each bond shall equal at least the amount of such bond.

—corporations may be.

g Corporations organized for the purpose of becoming sureties upon bonds, or authorized by law to do so, may be accepted as sureties upon the bonds of referees and trustees whenever the courts are satisfied that the rights of all parties in interest will be thereby amply protected.

Filing of bonds.

h Bonds of referees, trustees, and designated depositories shall be filed of record in the office of the clerk of the court and may be sued upon in the name of the United States for the use of any person injured by a breach of their conditions.

Bond, trustee's liability.

i Trustees shall not be liable, personally or on their bonds, to the United States, for any penalties or forfeitures incurred by the bankrupts under this Act, of whose estates they are respectively trustees.

—joint.

j Joint trustees may give joint or several bonds.

—failure to give creates vacancy.

k If any referee or trustee shall fail to give bond, as herein provided and within the time limited, he shall be deemed to have declined his appointment, and such failure shall create a vacancy in his office.

—suits upon referees'.

l Suits upon referees' bonds shall not be brought subsequent to two years after the alleged breach of the bond.

—suits upon trustees'.

m Suits upon trustees' bonds shall not be brought subsequent to two years after the estate has been closed.

Clerks' duties. —to account.

Sec. 51. Duties of Clerks.—a Clerks shall respectively (1) account for, as for other fees received by them, the clerk's fee paid in each case and such other fees as may be received for certified copies of records which may be prepared for persons other than officers;

—collect fees, etc.

(2) collect the fees of the clerk, referee, and trustee in each case instituted before filing the petition, except the petition of a proposed voluntary bankrupt which is accompanied by an affidavit stating that the petitioner is without, and can not obtain, the money with which to pay such fees; (3) deliver to the referees upon application all papers which may be referred to them, or, if the offices of such referees are not in the same cities or towns as the offices of such clerks, transmit such papers by mail, and in like manner return papers which were received from such referees after they have been used; (4) and within ten days after each case has been closed pay to the referee, if the case was referred, the fee collected for him, and to the trustee the fee collected for him at the time of filing the petition.

—deliver papers to referee, etc.

Compensation of clerks.

Sec. 52. COMPENSATION OF CLERKS AND MARSHALS.—a Clerks shall respectively receive as full compensation for their service to each estate, a filing fee of ten dollars, except when a fee is not required from a voluntary bankrupt.

—of marshals.

b Marshals shall respectively receive from the estate where an adjudication in bankruptcy is made, except as herein otherwise provided, for the performance of their services in proceedings in bankruptcy, the same fees, and account for them in the same way, as they are entitled to receive for the performance of the same or similar services in other cases in accordance with laws now in force, or such as may be hereafter enacted, fixing the compensation of marshals.

Attorney-General to report annually.

Ses. 53. DUTIES OF ATTORNEY-GENERAL.—a The Assorney-General shall annually lay before Congress statistical tables showing for the whole country, and by States, the number of cases during the year of voluntary and involuntary bankruptcy; the amount of the property of the estates; the dividends paid and the expenses administering such estates; and such other like information as he may deem important.

—statistical information for.

Sec. 54. STATISTICS OF BANKRUPTCY PROCEEDINGS.—a Officers shall furnish in writing and transmit by mail such information as is within their knowledge, and as may be shown by the records and papers in their possession, to the Attorney-General, for statitical purposes, within ten days after being requested by him to do so.

CHAPTER VI.

CREDITORS.

Creditors.

—place and time of meeting.

Sec. 55. MEETINGS OF CREDITORS.—a The court shall cause the first meeting of the creditors of a bankrupt to

be held, not less than ten nor more than thirty days after the adjudication, at the county seat of the county in which the bankrupt has had his principal place of business, resided, or had his domicile; or if that place would be manifestly inconvenient as a place of meeting for the parties in interest, or if the bankrupt is one who does not do business, reside, or have his domicile within the United States, the court shall fix a place for the meeting which is the most convenient for parties in interest. If such meeting should by any mischance not be held within such time, the court shall fix the date, as soon as may be thereafter, when it shall be held.

—presiding officer, duties.

b At the first meeting of creditors the judge or referee shall preside, and, before proceeding with the other business, may allow or disallow the claims of creditors there presented, and may publicly examine the bankrupt or cause him to be examined at the instance of any creditor.

Creditors' duty.

c The creditors shall at each meeting take such steps as may be pertinent and necessary for the promotion of the best interests of the estate and the enforcement of this Act.

—subsequent meetings of.

d A meeting of creditors, subsequent to the first one, may be held at any time and place when all of the creditors who have secured the allowance of their claims sign a written consent to hold a meeting at such time and place.

—call of meeting by court.

e The court shall call a meeting of creditors whenever one-fourth or more in number of those who have proven their claims shall file a written request to that effect; if such request is signed by a majority of such creditors, which number represents a majority in amount of such claims, and contains a request for such meeting to be held at a designated place, the court shall call such meeting at such place within thirty days after the date of the filing of the request.

—final meeting.

f Whenever the affairs of the estate are ready to be closed a final meeting of creditors shall be ordered.

Voting at creditors' meetings.

Sec. 56. VOTERS AT MEETINGS OF CREDITORS.—a Creditors shall pass upon matters submitted to them at their meetings by a majority vote in number and amount of claims of all creditors whose claims have been allowed and are present, except as herein otherwise provided.

—holders of secured claims, not entitled, etc.

b Creditors holding claims which are secured or have priority shall not, in respect to such claims, be entitled to vote at creditors' meetings, nor shall such claims be counted in computing either the number of creditors or the amount of their claims, unless the amounts of such claims exceed the values of such securities or priorities, and then only for such excess.

Proof of claims. —of what to consist.

SEC. 57. PROOF AND ALLOWANCE OF CLAIMS.—a Proof of claims shall consist of a statement under oath, in writing, signed by a creditor setting forth the claim, the consideration therefor, and whether any, and, if so what, securities are held therefor, and whether any, and, if so what, payments have been made thereon, and that the sum claimed is justly owing from the bankrupt to the creditor.

—when founded upon a writing.

b Whenever a claim is founded upon an instrument of writing, such instrument, unless lost or destroyed, shall be filed with the proof of claim. If such instrument is lost or destroyed, a statement of such fact and of the circumstances of such loss or destruction shall be filed under oath with the claim. After the claim is allowed or disallowed, such instrument may be withdrawn by permission of the court, upon leaving a copy thereof on file with the claim.

—after proved, may be filed.

c Claims after being proved may, for the purpose of allowance, be filed by the claimants in the court where the proceedings are pending or before the referee if the case has been referred.

—allowance of claims, etc.

d Claims which have been duly proved shall be allowed, upon receipt by or upon presentation to the court, unless objection to their allowance shall be made by parties in interest, or their consideration be continued for cause by the court upon its own motion.

Claims of secured creditors, etc.

e Claims of secured creditors and those who have priority may be allowed to enable such creditors to participate in the proceedings at creditors' meetings held prior to the determination of the value of their securities or priorities, but shall be allowed for such sums only as to the courts seem to be owing over and above the value of their securities or priorities.

Claims, hearing objections.

f Objections to claims shall be heard and determined as soon as the convenience of the court and the best interests of the estates and the claimants will permit.

Preferred claims.

g The claims of creditors who have received preferences, voidable under section sixty, subdivision b, or to whom conveyances, transfers, assignments, or incumbrances, void or voidable under section sixty-seven, subdivision e, have been made or given, shall not be allowed unless such creditors shall surrender such preferences, conveyances, transfers, assignments, or incumbrances.

Value of securities held by secured creditors, etc.

h The value of securities held by secured creditors shall be determined by converting the same into money according to the terms of the agreement pursuant to which such securities were delivered to such creditors or by such creditors and the trustee, by agreement, arbitration, compromise, or litigation, as the court may

direct, and the amount of such value shall be credited upon such claims, and a dividend shall be paid only on the unpaid balance.

Claims secured by individual undertaking.

i Whenever a creditor, whose claim against a bankrupt estate is secured by the individual undertaking of any person, fails to prove such claim, such person may do so in the creditor's name, and if he discharge such undertaking in whole or in part he shall be subrogated to that extent to the rights of the creditor.

Debts due the United States, allowance of.

j Debts owing to the United States, a State, a county, a district, or a municipality as a penalty or forfeiture shall not be allowed, except for the amount of the pecuniary loss sustained by the act, transaction, or proceeding out of which the penalty or forfeiture arose, with reasonable and actual costs occasioned thereby and such interest as may have accrued thereon according to law.

Reconsideration of claims.

k Claims which have been allowed may be reconsidered for cause and reallowed or rejected in whole or in part, according to the equities of the case, before but not after the estate has been closed.

—recovery of dividend.

l Whenever a claim shall have been reconsidered and rejected, in whole or in part, upon which a dividend has been paid, the trustee may recover from the creditor the amount of the dividend received upon the claim if rejected in whole, or the proportional part thereof if rejected only in part.

Claims of one bankrupt against another.

m The claim of any estate which is being administered in bankruptcy against any like estate may be proved by the trustee and allowed by the court in the same manner and upon like terms as the claims of other creditors.

Time for proving claims.

n Claims shall not be proved against a bankrupt estate subsequent to one year after the adjudication; or if they are liquidated by litigation and the final judgment therein is rendered within thirty days before or after the expiration of such time, then within sixty days after the rendition of such judgment: *Provided*, That the right of infants and insane persons without guardians, without notice of the proceedings, may continue six months longer.

—of infants, etc.

Notice to creditors.

SEC. 58. NOTICES TO CREDITORS.—a Creditors shall have at least ten days' notice by mail, to their respective addresses as they appear in the list of creditors of the bankrupt, or as afterwards filed with the papers in the case by the creditors, unless they waive notice in writing, of (1) all examinations of the bankrupt, (2) all hearings upon applications for the confirmation of compositions; (3) of all meetings of creditors; (4)

—unless waived, etc.

—of first meeting.

all proposed sales of property; (5) the declaration and time of payment of dividends; (6) the filing of the final accounts of the trustee, and the time when and the place where they will be examined and passed upon; (7) the proposed compromise of any controversy; (8) the proposed dismissal of the proceedings, and (9) there shall be thirty days' notice of all applications for the discharge of bankrupts.

—other notices.

—to referee.

Petition, who may file.

Sec. 59. Who May File and Dismiss Petitions.—a Any qualified person may file a petition to be adjudged a voluntary bankrupt.

—as voluntary bgankrupt.

—involuntary.

b Three or more creditors who have provable claims against any person which amount in the aggregate, in excess of the value of securities held by them, if any, to five hundred dollars or over; or if all of the creditors of such person are less than twelve in number, then one of such creditors whose claim equals such amount may file a petition to have him adjudged a bankrupt.

—to be in duplicate.

c Petitions shall be filed in duplicate, one copy for the clerk and one for service on the bankrupt.

Notice to creditors not joined in petition.

d If it be averred in the petition that the creditors of the bankrupt are less than twelve in number, and less than three creditors have joined as petitioners therein, and the answer avers the existence of a large number of creditors, there shall be filed with the answer a list under oath of all the creditors, with their addresses, and thereupon the court shall cause all such creditors to be notified of the pendency of such petition and shall delay the hearing upon such petition for a reasonable time, to the end that parties in interest shall have an opportunity to be heard; if upon such hearing it shall appear that a sufficient number have joined in such petition, or if prior to or during such hearing a sufficient number shall join therein, the case may be proceeded with, but otherwise it shall be dismissed.

—hearing of case, etc.

—when dismissed.

Creditors, computing number of.

e In computing the number of creditors of a bankrupt for the purpose of determining how many creditors must join in the petition, such creditors as were employed by him at the time of the filing of the petition or are related to him by consanguinity or affinity within the third degree, as determined by the common law, and have not joined in the petition, shall not be counted.

—appearance of.

f Creditors other than original petitioners may at any time enter their appearance and join in he petition, or file an answer and be heard in opposition to the prayer of the petition.

Notice of dismissal.

g A voluntary or involuntary petition shall not be dismissed by the petitioner or petitioners or for want of

prosecution or by consent of parties until after notice to the creditors, and to that end the court shall, before entertaining an application for dismissal, require the bankrupt to file a list, under oath, of all his creditors, with their addresses, and shall cause notice to be sent to all such creditors of the pendency of such application, and shall delay the hearing thereon for a reasonable time to allow all creditors and parties in interest opportunity to be heard.

Preferred creditors.

SEC. 60. PREFERRED CREDITORS.—a A person shall be deemed to have given a preference if, being insolvent, he has, within four months before the filing of the petition, or after the filing of the petition and before the adjudication, procured or suffered a judgment to be entered against himself in favor of any person, or made a transfer of any of his property, and the effect of the enforcement of such judgment or transfer will be to enable any one of his creditors to obtain a greater percentage of his debt than any other of such creditors of the same class. Where the preference consists in a transfer, such period of four months shall not expire until four months after the date of the recording or registering of the transfer, if by law such recording or registering is required.

Preference, when given.

b If a bankrupt shall have procured or suffered a judgment to be entered against him in favor of any person or have made a transfer of any of his property, and if, at the time of the transfer, or of the entry of the judgment, or of the recording or registering of the transfer, if by law recording or registering thereof is required, and being within four months before the filing of the petition in bankruptcy or after the filing thereof and before the adjudication, the bankrupt be insolvent and the judgment or transfer then operate as a preference, and the person receiving it or to be benefited thereby, or his agent acting therein, shall then have reasonable cause to believe that the enforcement of such judgment or transfer would effect a preference, it shall be voidable by the trustee and he may recover the property or its value from such person. And for the purpose of such recovery any court of bankruptcy, as hereinbefore defined, and any state court which would have had jurisdiction if bankruptcy had not intervened, shall have concurrent jurisdiction.

—voidable.

Preferred creditor giving further credit, etc.

c If a creditor has been preferred, and afterwards in good faith gives the debtor further credit without security of any kind for property which becomes a part of the debtor's estates, the amount of such new credit remaining unpaid at the time of the adjudication in bank-

—set off of new credit.

ruptcy may be set off against the amount which would otherwise be recoverable from him.

Payments to attorneys, etc.

d If a debtor shall, directly or indirectly, in contemplation of the filing of a petition by or against him, pay money or transfer property to an attorney and counselor at law, solicitor in equity, or proctor in admiralty for services to be rendered, the transaction shall be re-

— re-examination of.

examined by the court on petition of the trustee or any creditor and shall only be held valid to the extent of a reasonable amount to be determined by the court, and the excess may be recovered by the trustee for the benefit of the estate.

CHAPTER VII.

ESTATES.

Estates.

Depositories for money.

Sec. 61. Depositories for Money.—a Courts of bankruptcy shall designate, by order, banking institutions as depositories for the money of bankrupt estates, as convenient as may be to the residences of trustees, and shall

—bond.

require bonds to the United States, subject to their approval, to be given by such banking institutions, and may from time to time as occasion may require, by like order increase the number of depositories or the amount of any bond or change such depositories.

Expenses of administering estates

Sec. 62. Expenses of Administering Estates.—a The actual and necessary expenses incurred by officers in the administration of estates shall, except where other provisions are made for their payment, be reported in detail, under oath, and examined and ap-

—report and approval.

proved or disapproved by the court. If approved, they shall be paid or allowed out of the estates in which they were incurred.

Debts proved.

Sec. 63. Debts Which May be Proved.—a Debts of the bankrupt which may be proved and allowed against

—fixed liability.

his estate which are (1) a fixed liability, as evidenced by a judgment or an instrument in writing, absolutely owing at the time of the filing of the petition against him, whether then payable or not, with any interest thereon which would have been recoverable at that date or with a rebate of interest upon such as were not then

—costs of suit due, etc.

payable and did not bear interest; (2) due as costs taxable against an involuntary bankrupt who was at the time of the filing of the petition against him plaintiff in a cause of action which would pass to the trustee and which the trustee declines to prosecute after

—costs incurred before filing petition.

notice; (3) founded upon a claim for taxable costs incurred in good faith by a creditor before the filing of the

petition in an action to recover a provable debt; (4) founded upon an open account, or upon a contract express or implied; and (5) founded upon provable debts reduced to judgments after the filing of the petition and before the consideration of the bankrupt's application for a discharge, less costs incurred and interests accrued after the filing of the petition and up to the time of the entry of such judgments.

—on open account.

—judgments, etc.

b Unliquidated claims against the bankrupt may, pursuant to application to the court, be liquidated in such manner as it shall direct, and may thereafter be proved and allowed against his estate.

Allowance of unliquidated claims.

Sec. 64. Debts Which Have Priority.—a The court shall order the trustee to pay all taxes legally due and owing by the bankrupt to the United States, State, county, district, or municipality in advance of the payment of dividends to creditors, and upon filing the receipts of the proper public officers for such payment he shall be credited with the amount thereof, and in case any question arises as to the amount or legality of any such tax the same shall be heard and determined by the court.

Debts having priority.
—taxes.

b The debts to have priority, except as herein provided, and to be paid in full out of bankrupt estates, and the order of payment shall be (1) the actual and necessary cost of preserving the estate subsequent to filing the petition; (2) the filing fees paid by creditors in involuntary cases and, where property of the bankrupt, transferred or concealed by him either before or after the filing of the petition, shall have been recovered for the benefit of the estate of the bankrupt by the efforts and at the expense of one or more creditors, the reasonable expenses of such recovery; (3) the cost of administration, including the fees and mileage payable to witnesses as now or hereafter provided by the laws of the United States, and one reasonable attorney's fee, for the professional services actually rendered, irrespective of the number of attorneys employed, to the petitioning creditors in involuntary cases, to the bankrupt in involuntary cases while performing the duties herein prescribed, and to the bankrupt in voluntary cases, as the court may allow; (4) wages due to workmen, clerks, traveling or city salesmen, or servants which have been earned within three months before the date of commencement of proceedings, not to exceed three hundred dollars to each claimant; and (5) debts owing to any person who by the laws of the States or the United States is entitled to priority.

—order of payment.

—cost of presrrving estate.
—filing fees.

—cost of administration, etc.

—wages of workmen, etc.

—owing to person entitled to priority, etc.

Payment of claims accruing after composition, when discharge revoked, etc.

e In the event of the confirmation of a composition being set aside, or a discharge revoked, the property acquired by the bankrupt in addition to his estate at the time the composition was confirmed or the adjudication was made shall be applied to the payment in full of the claims of creditors for property sold to him on credit, in good faith, while such compositon or discharge was in force, and the residue, if any, shall be applied to the payment of the debts which were owing at the time of the adjudication.

Dividends.

—on allowed claims.

SEC. 65. DECLARATION AND PAYMENT OF DIVIDENDS.—a Dividends of an equal per centum shall be declared and paid on all allowed claims, except such as have priority or are secured.

—declaration of first.

b The first dividend shall be declared within thirty days after the adjudication, if the money of the estate in excess of the amount necessary to pay the debts which have priority and such claims as have not been, but probably will be, allowed equals five per centum or more of such allowed claims. Dividends subsequent to the first shall be declared upon like terms as the first and as often as the amount shall equal ten per centum or more and upon closing the estate. Dividends may be declared oftener and in smaller proportions if the judge shall so order.

—subsequent.

b The first dividend shall be declared within thirty days after the adjudication, if the money of the estate in excess of the amount necessary to pay the debts which have priority and such claims as have not been, but probably will be, allowed equals five per centum or more of such allowed claims. Dividends subsequent to the first shall be declared upon like terms as the first and as often as the amount shall equal ten per centum or more and upon closing the estate. Dividends may be declared oftener and in smaller proportions if the judge shall so order: *Provided,* That the first dividend shall not include more than fifty per centum of the money of the estate in excess of the amount necessary to pay the debts which have priority and such claims as probably will be allowed: And provided further, That the final dividend shall not be declared within three months after the first dividend shall be declared.

—creditors receiving, not affected by proof of subsequent claims, etc.

c The rights of creditors who have received dividends, or in whose favor final dividends have been declared, shall not be affected by the proof and allowance of claims subsequent to the date of such payment or declarations of dividends; but the creditors proving and securing the allowance of such claims shall be paid dividends equal in amount to those already received by

the other creditors if the estate equals so much before such other creditors are paid any further dividends.

—preference of certain creditors.

d Whenever a person shall have been adjudged a bankrupt by a court without the United States and also by a court of bankruptcy, creditors residing within the United States shall first be paid a dividend equal to that received in the court without the United States by other creditors before creditors who have received a dividend in such courts shall be paid any amounts.

Limit to claimant's right to collect.

e A claimant shall not be entitled to collect from a bankrupt estate any greater amount than shall accrue pursuant to the provisions of this Act.

Unclaimed dividends.

—after 6 months paid into court.

Sec. 66. UNCLAIMED DIVIDENDS.—a Dividends which remain unclaimed for six months after the final dividend has been declared shall be paid by the trustee into court.

—after 1 year, distributed.

b Dividends remaining unclaimed for one year shall, under the direction of the court, be distributed to the creditors whose claims have been allowed but not paid in full, and after such claims have been paid in full the balance shall be paid to the bankrupt: *Provided*, That in case unclaimed dividends belong to minors such minors may have one year after arriving at majority to claim such dividends.

—of minors.

Liens.

—unrecorded claims not.

Sec. 67. LIENS.—a Claims which for want of record or for other reasons would not have been valid liens as against the claims of the creditors of the bankrupt shall not be liens against his estate.

—trustee subrogated to right of creditor.

b Whenever a creditor is prevented from enforcing his rights as against a lien created, or attempted to be created, by his debtor, who afterwards becomes a bankrupt, the trustee of the estate of such bankrupt shall be subrogated to and may enforce such rights of such creditor for the benefit of the estate.

Lien, judgment, etc., created within 4 months, to be dissolved.

c A lien created by or obtained in or pursuant to any suit or proceeding at law or in equity, including an attachment upon mesne process or a judgment by confession, which was begun against a person within four months before the filing of a petition in bankruptcy by or against such person shall be dissolved by the adjudication of such person to be a bankrupt if (1) it appears that said lien was obtained and permitted while the defendant was insolvent and that its existence and enforcement will work a preference, or (2) the party or parties to be benefited thereby had reasonable cause to believe the defendant was insolvent and in contemplation of bankruptcy, or (3) that such lien was sought and permitted in fraud of the provisions of this Act; or if the dissolution of such lien would militate against the best interests of the estate of such person the same shall

—if defendant were insolvent.

—knowledge of.

—through fraud.

—trustee subrogated, etc.

not be dissolved; but the trustee of the estate of such person, for the benefit of the estate, shall be subrogated to the rights of the holder of such lien and empowered to perfect and enforce the same in his name as trustee with like force and effect as such holder might have done had not bankruptcy proceedings intervened.

Liens given in good faith, etc.

d Liens given or accepted in good faith and not in contemplation of or in fraud upon this Act, and for a present consideration, which have been recorded according to law, if record thereof was necessary in order to impart notice, shall, to the extent of such present consideration only, not be affected by this Act.

Conveyances, etc., subsequent to act and within four months of petition.

—to defraud, etc., void.

—property remains part of assets.

e That all conveyances, transfers, assignments, or incumbrances of his property, or any part thereof, made or given by a person adjudged a bankrupt under the provisions of this Act subsequent to the passage of this Act and within four months prior to the filing of the petition, with the intent and purpose on his part to hinder, delay, or defraud his creditors, or any of them, shall be null and void as against the creditors of such debtor, except as to purchasers in good faith and for a present fair consideration; and all property of the debtor conveyed, transferred, assigned, or encumbered as aforesaid shall, if he be adjudged a bankrupt, and the same is not exempt from execution and liability for debts by the law of his domicile, be and remain a part of the assets and estate of the bankrupt and shall pass to his said trustee, whose duty it shall be to recover and reclaim the same by legal proceedings or otherwise for the benefit of the creditors. And all conveyances, transfers, or incumbrances of his property made by a debtor at any time within four months prior to the filing of the petition against him, and while insolvent, which are held null and void as against the creditors of such debtor by the laws of the State, Territory, or District in which such property is situate, shall be deemed null and void under this Act against the creditors of such debtor if he be adjudged a bankrupt, and such property shall pass to the assignee and be by him reclaimed and recovered for the benefit of the creditors of the bankrupt. For the purpose of such recovery any court of bankruptcy as hereinbefore defined, and any State court which would have had jurisdiction if bankruptcy had not intervened, shall have concurrent jurisdiction.

Conveyances, etc., within four months of petition.

—void under State law.

—void under this act.

Liens, etc., created through legal proceedings.

—void, etc.

f That all levies, judgments, attachments, or other liens, obtained through legal proceedings against a person who is insolvent, at any time within four months prior to the filing of a petition in bankruptcy against him, shall be deemed null and void in case he is ad-

judged a bankrupt, and the property affected by the levy, judgment, attachment, or other lien shall be deemed wholly discharged and released from the same, and shall pass to the trustee as a part of the estate of the bankrupt, unless the court shall, on due notice, order that the right under such levy, judgment, attachment, or other lien shall be preserved for the benefit of the estate; and thereupon the same may pass to and shall be preserved by the trustee for the benefit of the estae as aforesaid. And the court may order such conveyance as shall be necessary to carry the purposes of this section into effect: *Provided*, That nothing herein contained shall have the effect to destroy or impair the title obtained by such levy, judgment, attachment, or other lien, of a bona fide purchaser for value who shall have acquired the same without notice or reasonable cause for inquiry.

—property passes to trustee.

Court may order conveyances.

Purchaser for value.

Sec. 68. SET-OFFS AND COUNTERCLAIMS.—a In all cases of mutual debts or mutual credits between the estate of a bankrupt and a creditor the account shall be stated and one debt shall be set off against the other, and the balance only shall be allowed or paid.

Set-offs and counterclaims.

—allowed.

b A set-off or counterclaim shall not be allowed in favor of any debtor of the bankrupt which (1) is not provable against the estate; or (2) was purchased by or transferred to him after the filing of the petition, or within four months before such filing, with a view to such use and with knowledge or notice that such bankrupt was insolvent, or had committed an act of bankruptcy.

—not allowed.

Sec. 69. POSSESSION OF PROPERTY.—a A judge may, upon satisfactory proof, by affidavit, that a bankrupt against whom an involuntary petition has been filed and is pending has committed an act of bankruptcy, or has neglected or is neglecting, or is about to so neglect his property that it has thereby deteriorated or is thereby deteriorating or is about thereby to deteriorate in value, issue a warrant to the marshal to seize and hold it subject to further orders. Before such warrant is issued the petitioners applying therefor shall enter into a bond in such an amount as the judge shall fix, with such sureties as he shall approve, conditioned to indemnify such bankrupt for such damages as he shall sustain in the event such seizure shall prove to have been wrongfully obtained. Such property shall be released, if such bankrupt shall give bond in a sum which shall be fixed by the judge, with such sureties as he shall approve, conditioned to turn over such property, or pay the value

Possession of property.

—when bankrupts may be seized.

—bond to indemnify.

—released on giving bond.

thereof in money to the trustee, in the event he is adjudged a bankrupt pursuant to such petition.

Title to property.

SEC. 70. TITLE TO PROPERTY.—a The trustee of the estate of a bankrupt, upon his appointment and qualification, and his successor or successors, if he shall have one or more, upon his or their appointment and qualification, shall in turn be vested by operation of law with the title of the bankrupt, as of the date he was adjudged a bankrupt, except in so far as it is to property which is exempt, to all (1) documents relating to his property; (2) interests in patents, patent rights, copyrights, and trade-marks; (3) powers which he might have exercised for his own benefit, but not those which he might have exercised for some other person; (4) property transferred by him in fraud of his creditors; (5) property which prior to the filing of the petition he could by any means have transferred or which might have been levied upon and sold under judicial process against him: *Provided*, That when any bankrupt shall have any insurance policy which has a cash surrender value payable to himself, his estate, or personal representatives, he may, within thirty days after the cash surrender value has been ascertained and stated to the trustee by the company issuing the same, pay or secure to the trustee the sum so ascertained and stated, and continue to hold, own, and carry such policy free from the claims of the creditors participating in the distribution of his estate under the bankruptcy proceedings, otherwise the policy shall pass to the trustee as assets; and (6) rights of action arising upon contracts or from the unlawful taking or detention of, or injury to, his property.

—vested in trustee.

—documents.

—patents, etc.

—certain powers.

—transferred in fraud.

—which might have been transferred, etc.

—policy of insurance.

rights of action upon contracts.

Appraisal of property.

b All real and personal property belonging to bankrupt estates shall be appraised by three disinterested appraisers; they shall be appointed by, and report to, the court. Real and personal property shall, when practicable, be sold subject to the approval of the court; it shall not be sold otherwise than subject to the approval of the court for less than seventy-five per centum of its appraised value.

—sale.

Trustee to convey title.

c The title to property of a bankrupt estate which has been sold, as herein provided, shall be conveyed to the purchaser by the trustee.

—vesting title on.

d Whenever a composition shall be set aside, or discharge revoked, the trustee shall, upon his appointment and qualification, be vested as herein provided with the title to all of the property of the bankrupt as of the date of the final decree setting aside the composition or revoking the discharge.

—setting composition aside.

e The trustee may avoid any transfer by the bankrupt of his property which any creditor of such bankrupt might have avoided, and may recover the property so transferred, or its value, from the person to whom it was transferred, unless he was a bona fide holder for value prior to the date of the adjudication. Such property may be recovered or its value collected from whoever may have received it, except a bona fide holder for value. For the purpose of such recovery any court of bankruptcy as hereinbefore defined, and any State court which would have had jurisdiction if bankruptcy had not intervened, shall have concurrent jurisdiction.

—may avoid certain, transfers, etc

—recovery of property.

f Upon the confirmation of a composition offered by a bankrupt, the title to his property shall thereupon revest in him.

Title revested on confirming composition.

THE TIME WHEN THIS ACT SHALL GO INTO EFFECT.

a This Act shall go into full force and effect upon its passage: *Provided, however*, That no petition for voluntary bankruptcy shall be filed within one month of the passage thereof, and no petition for involuntary bankruptcy shall be filed within four months of the passage thereof.

Force and effect.

—petition for voluntary bankruptcy.

—involuntary.

b Proceedings commenced under State insolvency laws before the passage of this Act shall not be affected by it.

Cases pending under State laws.

Sec. 71. That the clerks of the several district courts of the United States shall prepare and keep in their respective offices complete and convenient indexes of all petitions and discharges in bankruptcy heretofore or hereafter filed in the said courts, and shall, when requested so to do, issue certificates of search certifying as to whether or not any such petitions or discharges have been filed; and said clerks shall be entitled to receive for such certificates the same fees as now allowed by law for certificates as to judgments in said courts: *Provided*, That said bankruptcy indexes and dockets shall at all times be open to inspection and examination by all persons or corporations without any fee or charge therefor.

Indexes to be kept.

Certificates of search to be issued.

Sec. 72. That neither the referee, receiver, marshal, nor trustee shall in any form or guise receive, nor shall the court allow him, any other or further compensation for his services than that expressly authorized and prescribed in this Act.

Referee and trustee not to be allowed further compensation.

VIII.

GENERAL ORDERS AND FORMS IN BANKRUPTCY.

ADOPTED AND ESTABLISHED BY THE SUPREME COURT OF THE UNITED STATES NOVEMBER 28, 1898.

OCTOBER TERM, 1898.
172 U. S. 653 as amended Dec. 11, 1905.

In pursuance of the powers conferred by the Constitution and laws upon the Supreme Court of the United States, and particularly by the act of Congress approved July 1, 1898, entitled "An act to establish a uniform system of bankruptcy throughout the United States," it is ordered, on this 28th day of November, 1898, that the following rules be adopted and established as general orders in bankruptcy, to take effect on the first Monday, being the second day, of January, 1899. And it is further ordered that all proceedings in bankruptcy had before that day, in accordance with the act last aforesaid, and being in substantial conformity either with the provisions of these general orders, or else with the general orders established by this court under the bankrupt act of 1867 and with any general rules or special orders of the courts in bankruptcy, stand good, subject, however, to such further regulation by rule or order of those courts as may be necessary or proper to carry into force and effect the bankrupt act of 1898 and the general orders of this court.

I.

DOCKET.

The clerk shall keep a docket, in which the cases shall be entered and numbered in the order in which they are commenced. It shall contain a memorandum of the filing of the petition and of the action of the court thereon, of the reference of the case to the referee, and of the transmission by him to the clerk of his certified record of the proceedings, with the dates thereof, and a memorandum of all proceedings in the case except those duly entered on the referee's certified record aforesaid. The docket shall be arranged in a manner convenient for reference, and shall at all times be open to public inspection.

II.

FILING OF PAPERS.

The clerk or the referee shall indorse on each paper filed with him the day and hour of filing, and a brief statement of its character.

III.

PROCESS.

All process, summons and subpœnas shall issue out of the court, under the seal thereof, and be tested by the clerk; and blanks, with the signature of the clerk and seal of the court, may, upon application, be furnished to the referees.

IV.

CONDUCT OF PROCEEDINGS.

Proceedings in bankruptcy may be conducted by the bankrupt in person in his own behalf, or by a petitioning or opposing creditor; but a creditor will only be allowed to manage before the court his individual interest. Every party may appear and conduct the proceedings by attorney, who shall be an attorney or counselor authorized to practice in the circuit or district court. The name of the attorney or counsellor, with his place of business, shall be entered upon the docket, with the date of the entry. All papers or proceedings offered by an attorney to be filed shall be indorsed as above required, and orders granted on motion shall contain the name of the party or attorney making the motion. Notices and orders which are not, by the act or by these general orders, required to be served on the party personally may be served upon his attorney.

V.

FRAME OF PETITIONS.

All petitions and the schedules filed therewith shall be printed or written out plainly, without abbreviation or interlineation, except where such abbreviation and interlineation may be for the purpose of reference.

VI.

PETITIONS IN DIFFERENT DISTRICTS.

In case two or more petitions shall be filed against the same individual in different districts, the first hearing shall be had in the district in which the debtor has his domicil, and the petition may be amended by inserting an allegation of an act of bankruptcy committed at an earlier date than

that first alleged, if such earlier act is charged in either of the other petitions; and in case of two or more petitions against the same partnership in different courts, each having jurisdiction over the case, the petition first filed shall be first heard, and may be amended by the insertion of an allegation of an earlier act of bankruptcy than that first alleged, if such earlier act is charged in either of the other petitions; and, in either case, the proceedings upon the other petitions may be stayed until an adjudication is made upon the petition first heard; and the court which makes the first adjudication of bankruptcy shall retain jurisdiction over all proceedings therein until the same shall be closed. In case two or more petitions shall be filed in different districts by different members of the same partnership, the court in which the petition is first filed, having jurisdiction, shall take and retain jurisdiction over all proceedings in such bankruptcy until the same shall be closed; and if such petitions shall be filed in the same district, action shall be first had upon the one first filed. But the court so retaining jurisdiction shall, if satisfied that it is for the greatest convenience of parties in interest that another of said courts should proceed wih the cases, order them to be transferred to that court.

VII.

PRIORITY OF PETITIONS.

Whenever two or more petitions shall be filed by creditors against a common debtor, alleging separate acts of bankruptcy committed by said debtor on different days within four months prior to the filing of said petitions, and the debtor shall appear and show cause against an adjudication of bankruptcy against him on the petitions, that petition shall be first heard and tried which alleges the commission of the earliest act of bankruptcy; and in case the several acts of bankruptcy are alleged in the different petitions to have been committed on the same day, the court before which the same are pending may order them to be consolidated, and proceed to a hearing as upon one petition; and if an adjudication of bankruptcy be made upon either petition, or for the commission of a single act of bankruptcy, it shall not be necessary to proceed to a hearing upon the remaining petitions, unless proceedings be taken by the debtor for the purpose of causing such adjudication to be annulled or vacated.

VIII.

PROCEEDINGS IN PARTNERSHIP CASES.

Any member of a partnership, who refuses to join in a petition to have the partnership declared bankrupt, shall be entitled to resist the prayer of the petition in the same manner as if the petition had been filed by a creditor of the partnership, and notice of the filing of the petition shall be given to him in the same manner as provided by law and by these rules in the case of a debtor petitioned against; and he shall have the right to appear at the time fixed by the court for the hearing of the petition, and

to make proof, if he can, that the partnership is not insolvent or has not committed an act of bankruptcy, and to make all defences which any debtor proceeded against is entitled to take by the provisions of the act; and in case an adjudication of bankruptcy is made upon the petition, such partner shall be required to file a schedule of his debts and an inventory of his property in the same manner as is required by the act in cases of debtors against whom adjudication of bankruptcy shall be made.

IX.

SCHEDULE IN INVOLUNTARY BANKRUPTCY.

In all cases of involuntary bankruptcy in which the bankrupt is absent or can not be found, it shall be the duty of the petitioning creditor to file, within five days after the date of the adjudication, a schedule giving the names and places of residence of all the creditors of the bankrupt, according to the best information of the petitioning creditor. If the debtor is found, and is served with notice to furnish a schedule of his creditors and fails to do so, the petitioning creditor may apply for an attachment against the debtor, or may himself furnish such schedule as aforesaid.

X.

INDEMNITY FOR EXPENSES.

Before incurring any expense in publishing or mailing notices, or in traveling, or in procuring the attendance of witnesses, or in perpetuating testimony, the clerk, marshal or referee may require, from the bankrupt or other person in whose behalf the duty is to be performed, indemnity for such expense. Money advanced for this purpose by the bankrupt or other person shall be repaid him out of the estate as part of the cost of administering the same.

XI.

AMENDMENTS.

The court may allow amendments to the petition and schedules on application of the petitioner. Amendments shall be printed or written, signed and verified, like original petitions and schedules. If amendments are made to separate schedules, the same must be made separately, with proper references. In the application for leave to amend, the petitioner shall state the cause of the error in the paper originally filed.

XII.

DUTIES OF REFEREE.

1. The order referring a case to a referee shall name a day upon which the bankrupt shall attend before the referee; and from that day the bank-

rupt shall be subject to the orders of the court in all matters relating to his bankruptcy, and may receive from the referee a protection against arrest, to continue until the final adjudication on his application for a discharge, unless suspended or vacated by order of the court. A copy of the order shall forthwith be sent by mail to the referee, or be delivered to him personally by the clerk or other officer of the court. And thereafter all the proceedings, except such as are required by the act or by these general orders to be had before the judge, shall be had before the referee.

2. The time when and the place where the referees shall act upon the matters arising under the several cases referred to them shall be fixed by special order of the judge, or by the referee; and at such times and places the referees may perform the duties which they are empowered by the act to perform.

3. Applications for a discharge, or for the approval of a composition, or for an injunction to stay proceedings of a court or officer of the United States or of a State, shall be heard and decided by the judge. But he may refer such an application, or any specified issue arising thereon, to the referee to ascertain and report the facts.

XIII.

APPOINTMENT AND REMOVAL OF TRUSTEE.

The appointment of a trustee by the creditors shall be subject to be approved or disapproved by the referee or by the judge; and he shall be removable by the judge only.

XIV.

NO OFFICIAL OR GENERAL TRUSTEE.

No official trustee shall be appointed by the court, nor any general trustee to act in classes of cases.

XV.

TRUSTEE NOT APPOINTED IN CERTAIN CASES.

If the schedule of a voluntary bankrupt discloses no assets, and if no creditor appears at the first meeting, the court may, by order setting out the facts, direct that no trustee be appointed; but at any time thereafter a trustee may be appointed, if the court shall deem it desirable. If no trustee is appointed as aforesaid, the court may order that no meeting of the creditors other than the first meeting shall be called.

XVI.

NOTICE TO TRUSTEE OF HIS APPOINTMENT.

It shall be the duty of the referee, immediately upon the appointment

and approval of the trustee, to notify him in person or by mail of his appointment; and the notice shall require the trustee forthwith to notify the referee of his acceptance or rejection of the trust, and shall contain a statement of the penal sum of the trustee's bond.

XVII.

DUTIES OF TRUSTEE.

The trustee shall, immediately upon entering upon his duties, prepare a complete inventory of all the property of the bankrupt that comes into his possession. The trustee shall make report to the court, within twenty days after receiving the notice of his appointment, of the articles set off to the bankrupt by him, according to the provisions of the forty-seventh section of the act, with the estimated value of each article, and any creditor may take exceptions to the determination of the trustee within twenty days after the filing of the report. The referee may require the exceptions to be argued before him, and shall certify them to the court for final determination at the request of either party. In case the trustee shall neglect to file any report or statement which it is made his duty to file or make by the act, or by any general order in bankruptcy, within five days after the same shall be due, it shall be the duty of the referee to make an order requiring the trustee to show cause before the judge, at a time specified in the order, why he should not be removed from office. The referee shall cause a copy of the order to be served upon the trustee at least seven days before the time fixed for the hearing, and proof of the service thereof to be delivered to the clerk. All accounts of trustees shall be referred as of course to the referee for audit, unless otherwise specially ordered by the court.

XVIII.

SALE OF PROPERTY.

1. All sales shall be by public auction unless otherwise ordered by the court.

2. Upon application to the court, and for good cause shown, the trustee may be authorized to sell any specified portion of the bankrupt's estate at private sale; in which case he shall keep an accurate account of each article sold, and the price received therefor, and to whom sold; which account he shall file at once with the referee.

3. Upon petition by a bankrupt, creditor, receiver or trustee, setting forth that a part or the whole of the bankrupt's estate is perishable, the nature and location of such perishable estate, and that there will be loss if the same is not sold immediately, the court, if satisfied of the facts stated and that the sale is required in the interest of the estate, may order the same to be sold, with or without notice to the creditors, and the proceeds to be deposited in court.

XIX.

ACCOUNTS OF MARSHAL.

The marshal shall make return, under oath, of his actual and necessary expenses in the service of every warrant addressed to him, and for custody of property, and other services, and other actual and necessary expenses paid by him, with vouchers therefor whenever practicable, and also with a statement that the amounts charged by him are just and reasonable.

XX.

PAPERS FILED AFTER REFERENCE.

Proofs of claims and other papers filed subsequently to the reference, except such as call for action by the judge, may be filed either with the referee or with the clerk.

XXI.

PROOF OF DEBTS.

1. Depositions to prove claims against a bankrupt's estate shall be correctly entitled in the court and in the cause. When made to prove a debt due to a partnership, it must appear on oath that the deponent is a member of the partnership; when made by an agent, the reason the deposition is not made by the claimant in person must be stated; and when made to prove a debt due to a corporation, the deposition shall be made by the treasurer, or, if the corporation has no treasurer, by the officer whose duties most nearly correspond to those of treasurer. Depositions to prove debts existing in open account shall state when the debt became or will become due; and if it consists of items maturing at different dates the average due date shall be stated, in default of which it shall not be necessary to compute interest upon it. All such depositions shall contain an averment that no note has been received for such account, nor any judgment rendered thereon. Proofs of debt received by any trustee shall be delivered to the referee to whom the cause is referred.

2. Any creditor may file with the referee a request that all notices to which he may be entitled shall be addressed to him at any place, to be designated by the post-office box or street number, as he may appoint; and thereafter, and until some other designation shall be made by such creditor, all notices shall be so addressed; and in other cases notices shall be addressed as specified in the proof of debt.

3. Claims which have been assigned before proof shall be supported by a deposition of the owner at the time of the commencement of proceedings, setting forth the true consideration of the debt and that it is entirely unsecured, or if secured, the security, as is required in proving secured claims. Upon the filing of satisfactory proof of the assignment of a claim proved and entered on the referee's docket, the referee shall immediately give notice by mail to the original claimant of the filing of

such proof of assignment: and, if no objection be entered within ten days, or within further time allowed by the referee, he shall make an order subrogating the assignee to the original claimant. If objection be made, he shall proceed to hear and determine the matter.

4. The claims of persons contingently liable for the bankrupt may be proved in the name of the creditor when known by the party contingently liable. When the name of the creditor is unknown, such claim may be proved in the name of the party contingently liable; but no dividend shall be paid upon such claim, except upon satisfactory proof that it will diminish *pro tanto* the original debt.

5. The execution of any letter of attorney to represent a creditor, or of an assignment of claim after proof, may be proved or acknowledged before a referee, or a United States commissioner, or a notary public. When executed on behalf of a partnership or of a corporation, the person executing the instrument shall make oath that he is a member of the partnership, or a duly authorized officer of the corporation on whose behalf he acts. When the person executing is not personally known to the officer taking the proof or acknowledgment, his identity shall be established by satisfactory proof.

6. When the trustee or any creditor shall desire the re-examination of any claim filed against the bankrupt's estate, he may apply by petition to the referee to whom the case is referred for an order for such re-examination, and thereupon the referee shall make an order fixing a time for hearing the petition, of which due notice shall be given by mail addressed to the creditor. At the time appointed the referee shall take the examination of the creditor, and of any witnesses that may be called by either party, and if it shall appear from such examination that the claim ought to be expunged or diminished, the referee may order accordingly.

XXII.

TAKING OF TESTIMONY.

The examination of witnesses before the referee may be conducted by the party in person or by his counsel or attorney, and the witnesses shall be subject to examination and cross-examination, which shall be had in conformity with the mode now adopted in courts of law. A deposition taken upon an examination before a referee shall be taken down in writing by him, or under his direction, in the form of narrative, unless he determines that the examination shall be by question and answer. When completed it shall be read over to the witness and signed by him in the presence of the referee. The referee shall note upon the deposition any question objected to, with his decision thereon; and the court shall have power to deal with the costs of incompetent, immaterial, or irrelevant depositions, or parts of them, as may be just.

XXIII.

ORDERS OF REFEREE.

In all orders made by the referee, it shall be recited, according as the fact may be, that notice was given and the manner thereof; or that the order was made by consent; or that no adverse interest was represented at the hearing; or that the order was made after hearing adverse intrests.

XXIV.

TRANSMISSION OF PROVED CLAIMS TO CLERK.

The referee shall forthwith transmit to the clerk a list of the claims proved against an estate, with the names and addresses of the proving creditors.

XXV.

SPECIAL MEETING OF CREDITORS.

Whenever, by reason of a vacancy in the office of trustee, or for any other cause, it becomes necessary to call a special meeting of the creditors in order to carry out the purposes of the act, the court may call such a meeting, specifying in the notice the purpose for which it is called.

XXVI.

ACCOUNTS OF REFEREE.

Every referee shall keep an accurate account of his traveling and incidental expenses, and of those of any clerk or other officer attending him in the performance of his duties in any case which may be referred to him; and shall make return of the same under oath to the judge, with proper vouchers when vouchers can be procured, on the first Tuesday in each month.

XXVII.

REVIEW BY JUDGE.

When a bankrupt, creditor, trustee, or other person shall desire a review by the judge of any order made by the referee, he shall file with the referee his petition therefor, setting out the error complained of; and the referee shall forthwith certify to the judge the question presented, a summary of the evidence relating thereto, and the finding and order of the referee thereon.

XXVIII.

REDEMPTION OF PROPERTY AND COMPOUNDING OF CLAIMS.

Whenever it may be deemed for the benefit of the estate of a bankrupt to redeem and discharge any mortgage or other pledge, or deposit or lien, upon any property, real or personal, or to relieve said property from any conditional contract, and to tender performance of the conditions thereof, or to compound and settle any debts or other claims due or belonging to the estate of the bankrupt, the trustee, or the bankrupt, or any creditor who has proved his debt, may file his petition therefor: and thereupon the court shall appoint a suitable time and place for the hearing thereof, notice of which shall be given as the court shall direct, so that all creditors and other persons interested may appear and show cause, if any they have, why an order should not be passed by the court upon the petition authorizing such act on the part of the trustee.

XXIX.

PAYMENT OF MONEYS DEPOSITED.

No moneys deposited as required by the act shall be drawn from the depository unless by check or warrant, signed by the clerk of the court, or by a trustee, and countersigned by the judge of the court, or by a referee designated for that purpose, or by the clerk of his assistant under an order made by the judge, stating the date, the sum, and the account for which it is drawn; and an entry of the substance of such check or warrant, with the date thereof, the sum drawn for, and the account for which it is drawn, shall be forthwith made in a book kept for that purpose by the trustee or his clerk; and all checks and drafts shall be entered in the order of time in which they are drawn, and shall be numbered in the case of each estate. A copy of this general order shall be furnished to the depository, and also the name of any referee or clerk authorized to countersign said checks.

XXX.

IMPRISONED DEBTOR.

If, at the time of preferring his petition, the debtor shall be imprisoned, the court, upon application, may order him to be produced upon *habeas corpus*, by the jailor or any officer in whose custody he may be, before the referee, for the purpose of testifying in any matter relating to his bankruptcy; and, if committed after the filing of his petition upon process in any civil action founded upon a claim provable in bankruptcy, the court may, upon like application, discharge him from such imprisonment. If the petitioner, during the pendency of the proceedings in bankruptcy, be arrested or imprisoned upon process in any civil action, the district court, upon his application, may issue a writ of *habeas corpus* to bring him

before the court to ascertain whether such process has been issued for the collection of any claim provable in bankruptcy, and if so provable he shall be discharged; if not, he shall be remanded to the custody in which he may lawfully be. Before granting the order for discharge the court shall cause notice to be served upon the creditor or his attorney, so as to give him an opportunity of appearing and being heard before the granting of the order.

XXXI.

PETITION FOR DISCHARGE.

The petition of a bankrupt for a discharge shall state concisely, in accordance with the provisions of the act and the orders of the court, the proceedings in the case and the acts of the bankrupt.

XXXII.

OPPOSITION TO DISCHARGE OR COMPOSITION.

A creditor opposing the application of a bankrupt for his discharge, or for the confirmation of a composition, shall enter his appearance in opposition thereto on the day when the creditors are required to show cause, and shall file a specification in writing of the grounds of his opposition within ten days thereafter, unless the time shall be enlarged by special order of the judge.

XXXIII.

ARBITRATION.

Whenever a trustee shall make application to the court for authority to submit a controversy arising in the settlement of a demand against a bankrupt's estate, or for a debt due to it, to the determination of arbitrators, or for authority to compound and settle such controversy by agreement with the other party, the application shall clearly and distinctly set forth the subject-matter of the controversy, and the reasons why the trustee thinks it proper and most for the interest of the estate that the controversy should be settled by arbitration or otherwise.

XXXIV.

COSTS IN CONTESTED ADJUDICATIONS.

In cases of involuntary bankruptcy, when the debtor resists an adjudication, and the court, after hearing, adjudges the debtor a bankrupt, the petitioning creditor shall recover, and be paid out of the estate, the same costs that are allowed to a party recovering in a suit in equity; and if the petition is dismissed, the debtor shall recover like costs against the petitioner.

XXXV.

COMPENSATION OF CLERKS, REFEREES AND TRUSTEES.

1. The fees allowed by the act to clerks shall be in full compensation for all services performed by them in regard to filing petitions or other papers required by the act to be filed with them, or in certifying or delivering papers or copies of records to referees or other officers, or in receiving or paying out money; but shall not include copies furnished to other persons, or expenses necessarily incurred in publishing or mailing notices or other papers.

2. The compensation of referees, prescribed by the act, shall be in full compensation for all services performed by them under the act, or under these general orders; but shall not include expenses necessarily incurred by them in publishing or mailing notices, in traveling, or in perpetuating testimony, or other expenses necessarily incurred in the performance of their duties under the act and allowed by special order of the judge.

3. The compensation allowed to trustees by the act shall be in full compensation for the services performed by them; but shall not include expenses necessarily incurred in the performance of their duties and allowed upon the settlement of their accounts.

4. In any case in which the fees of the clerk, referee and trustee are not required by the act to be paid by a debtor before filing his petition to be adjudged a bankrupt, the judge, at any time during the pendency of the proceedings in bankruptcy, may order those fees to be paid out of the estate; or may, after notice to the bankrupt, and satisfactory proof that he then has or can obtain the money with which to pay those fees, order him to pay them within a time specified, and, if he fails to do so, may order his petition to be dismissed. He may also, pending such proceedings both in voluntary and involuntary cases order the commissions of referees and trustees to be paid immediately after such commissions accrue and are earned.

XXXVI.

APPEALS.

1. Appeals from a court of bankruptcy to a circuit court of appeals, or to the supreme court of a Territory, shall be allowed by a judge of the court appealed from or of the court appealed to, and shall be regulated, except as otherwise provided in the act, by the rules governing appeals in equity in the courts of the United States.

2. Appeals under the act to the Supreme Court of the United States from a circuit court of appeals, or from the supreme court of a Territory, or from the supreme court of the District of Columbia, or from any court of bankruptcy whatever, shall be taken within thirty days after the judgment or decree, and shall be allowed by a judge of the court appealed from, or by a justice of the Supreme Court of the United States.

3. In every case in which either party is entitled by the act to take an appeal to the Supreme Court of the United States, the court from which the appeal lies shall, at or before the time of entering its judgment or decree, make and file a finding of the facts, and its conclusions of law thereon, stated separately; and the record transmitted to the Supreme Court of the United States on such an appeal shall consist only of the pleadings, the judgment or decree, the finding of facts, and the conclusions of law.

XXXVII.

GENERAL PROVISIONS.

In proceedings in equity, instituted for the purpose of carrying into effect the provisions of the act, or for enforcing the rights and remedies given by it, the rules of equity practice established by the Supreme Court of the United States shall be followed as nearly as may be. In proceedings at law, instituted for the same purpose, the practice and procedure in cases at law shall be followed as nearly as may be. But the judge may, by special order in any case, vary the time allowed for return of process, for appearance and pleading, and for taking testimony and publication, and may otherwise modify the rules for the preparation of any particular case so as to facilitate a speedy hearing.

XXXVIII.

FORMS.

The several forms annexed to these general orders shall be observed and used, with such alterations as may be necessary to suit the circumstances of any particular case.

FORMS IN BANKRUPTCY.

[172 U. S. 666].

[N. B.—Oaths required by the act, except upon hearings in court, may be administered by referees and by officers authorized to administer oaths in proceedings before the courts of the United States, or under the laws of the State where the same are to be taken. Bankrupt Act of 1898, c. 4, § 20.]

[FORM NO. 1.]

DEBTOR'S PETITION.

To the Honorable ——— ———,
Judge of the District Court of the United States
for the ——— District of ———:

The petition of ——— ———, of ———, in the county of ———, and district and State of ———, ——— [*state occupation*], respectfully represents:

That he has had his principal place of business [*or* has resided, *or* has had his domicil] for the greater portion of six months next immediately preceding the filing of this petition at ———, within said judicial district; that he owes debts which he is unable to pay in full; that he is willing to surrender all his property for the benefit of his creditors except such as is exempt by law, and desires to obtain the benefit of the acts of Congress relating to bankruptcy.

That the schedule hereto annexed, Marked A, and verified by your petitioner's oath, contains a full and true statement of all his debts, and (so far as it is possible to ascertain) the names and places of residence of his creditors, and such further statements concerning said debts as are required by the provisions of said acts:

That the schedule hereto annexed, marked B, and verified by your petitioner's oath, contains an accurate inventory of all his property, both real and personal, and such further statements concerning said property as are required by the provisions of said acts:

Wherefore your petitioner prays that he may be adjudged by the court to be a bankrupt within the purview of said acts.

——— ———.

——— ———, *Attorney.*

United States of America, District of ———, ss:

I, ——— ———, the petitioning debtor mentioned and described in the foregoing petition, do hereby make solemn oath that the statements con-

tained therein are true according to the best of my knowledge, information, and belief.

——— ———, *Petitioner.*

Subscribed and sworn to before me this ——— day of ———, A. D. 18—.

——— ———,
[*Official character.*]

SCHEDULE A.—STATEMENT OF ALL DEBTS OF BANKRUPT.

SCHEDULE A. (1)

Statement of all creditors who are to be paid in full, or to whom priority is secured by law.

Claims which have priority.	Reference to ledger or voucher.	Names of creditors.	Residence (if unknown, that fact must be stated).	Where and when contracted.	Nature and consideration of the debt, and whether contracted as partner or joint contractor; and if so, with whom.	Amount	
						$	c.
(1.) Taxes and debts due and owing to the United States.							
(2.) Taxes due and owing to the State of _____, or to any county, district, or municipality thereof.							
(3.) Wages due workmen, clerks, or servants, to an amount not exceeding $300 each, earned within three months before filing the petition.							
(4.) Other debts having priority by law.							
					Total		

_____ _____, *Petitioner.*

SCHEDULE A. (2)

Creditors holding securities.

[N. B. Particulars of securities held, with dates of same, and when they were given, to be stated under the names of the several creditors, and also particulars concerning each debt, as required by acts of Congress relating to bankruptcy, and whether contracted as partner or joint contractor with any other person; and if so, with whom.]

Reference to ledger or voucher.	Names of creditors.	Residences (if unknown, that fact must be stated).	Description of securities.	When and where debts were contracted.	Value of securities		Amount of debts.	
					$	c.	$	c.
				Total.....				

——— ———, *Petitioner.*

SCHEDULE A. (3)

Creditors whose claims are unsecured.

[N. B.—When the name of residence (or either) of any drawer, maker, indorser, or holder of any bill or note, etc., are unknown, the fact must be stated, and also the name and residence of the last holder known to the debtor. The debt due to each creditor must be stated in full, and any claim by way of set-off stated in the schedule of property.]

Reference to ledger or voucher.	Names of creditors.	Residence (if unknown, that fact must be stated).	When and where contracted.	Nature and consideration of the debt, and whether any judgment, bond, bill of exchange, promissory note, etc., and whether contracted as partner or joint contractor with any other person; and, if so, with whom.	Amount	
					$	c.
				Total.....		

——— ———, *Petitioner.*

SCHEDULE A. (4)

Liabilities on notes or bills discounted which ought to be paid by the drawers, makers, acceptors, or indorsers.

[N. B.- The dates of the notes or bills, and when due, with the names, residences, and the business or occupation of the drawers, makers, or acceptors thereof, are to be set forth under the names of the holders. If the names of the holders are not known, the names of the last holder known to the debtor shall be stated, and his business and place of residence. The same particulars as to notes or bills on which the debtor is liable as indorser.)

Reference to ledger or voucher. Names of holders as far as known.		Residence (if unknown, that fact must be stated).	Place where contracted.	Nature of liability, whether same was contracted as partner or joint contractor, or with any other person; and, if so, with whom.	Amount	
					$	c.
				Total.....		

——— ———, *Petitioner.*

SCHEDULE A. (5)

Accommodation paper.

[N. B. The dates of the notes or bills, and when due, with the names and residences of the drawers, makers, and acceptors thereof, are to be set forth under the names of the holders; if the bankrupt be liable as drawer, maker, acceptor, or indorser thereof, it is to be stated accordingly. If the names of the holders are not known, the names of the last holder known to the debtor should be stated, with his residence. Same particulars as to other commercial paper.]

Reference to ledger or voucher.	Names of holders.	Residences (if unknown, that fact must be stated).	Names and residence of persons accommodated.	Place where contracted.	Whether liability was contracted as partner or joint contractor, or with any other person; and, if so, with whom.	Amount	
						$	c.
					Total.....	—	—

OATH TO SCHEDULE A.

United States of America, District of——— ss:

On this ——— day of ———, A. D. 18—, before me personally came ——— ———, the person mentioned in and who subscribed to the foregoing schedule, and who, being by me first duly sworn, did declare the said schedule to be a statement of all his debts, in accordance with the acts of Congress relating to bankruptcy.

Subscribed and sworn to before me this ——— day of ———, A. D. 18—.

———— ————,
[*Official character.*]

SCHEDULE B.—STATEMENT OF ALL PROPERTY OF BANKRUPT

SCHEDULE B. (1)

Real estate.

Location and description of all real estate owned by debtor, or held by him.	Incumbrances thereon, if any, and dates thereof.	Statement of particulars relating thereto.	Estimated value	
			$	c.
		Total.....		

——— ———, *Petitioner.*

SCHEDULE B. (2)

Personal property.

		$	c.
a.—Cash on hand			
b.—Bills of exchange, promissory notes, or securities of any description (each to be set out separately).....			
c.—Stock in trade, in — business of ——— ———, at ———, of the value of ———			
d.—Household goods and furniture, household stores, wearing apparel and ornaments of the person, viz.....			
e.—Books, prints, and pictures, viz.....			
f.—Horses, cows, sheep, and other animals (with number of each), viz.			
g.—Carriages and other vehicles, viz.			
h.—Farming stock and implements of husbandry, viz.....			
i.—Shipping, and shares in vessels, viz.			
k.—Machinery, fixtures, apparatus, and tools used in business, with the place where each is situated, viz.....			
k.—Patents, copyrights, and trade-marks, viz.....			
m.—Goods or personal property of any other description, with the place where each is situated, viz.....			
	Total.....	———	———

——— ———, *Petitioner.*

SCHEDULE B. (3)

Choses in action.

	Dollars.	Cents.
a.—Debts due petitioner on open account.....		
b.—Stocks in incorporated companies, interest in joint stock companies, and negotiable bonds		
c.—Policies of insurance		
d.—Unliquidated claims of every nature, with their estimated value		
e.—Deposits of money in banking institutions and elsewhere		
Total.....		

——— ———, *Petitioner.*

SCHEDULE B. (4)

Property in reversion, remainder, or expectancy, including property held in trust for the debtor or subject to any power or right to dispose of or to charge.

[N. B.—A particular description of each interest must be entered. If all or any of the debtor's property has been conveyed by deed of assignment, or otherwise, for the benefit of creditors, the date of such deed should be stated, the name and address of the person to whom the property was conveyed, the amount realized from the proceeds thereof, and the disposal of the same, as far as known to the debtor.]

General Interest.	Particular description.	Supposed value of my interest.	
		$	c.
Interest in land			
Personal property			
Property in money, stock, shares, bonds, annuities, etc.	**Total**.....		
Rights and powers, legacies and bequests		Amount realized from proceeds of property conveyed.	
Property heretofore conveyed for benefit of creditors.		$	c.
What portion of debtor's property has been conveyed by deed of assignment, or otherwise, for benefit of creditors; date of such deed, name and address of party to whom conveyed; amount realized therefrom, and disposal of same, so far as known to debtor			
What sum or sums have been paid to counsel, and to whom, for services rendered or to be rendered in this bankruptcy			

——— ———, *Petitioner.*

SCHEDULE B. (5)

A particular statement of the property claimed as exempted from the operation of the acts of Congress relating to bankruptcy giving each item of property and its valuation; and, if any portion of it is real estate, its location, description, and present use.

		Valuation.	
		$	c
Military uniform, arms, and equipments.....			
Property claimed to be exempted by State laws; its valuation; whether real or personal; its description and present use; and reference given to the statute of the State creating the exemption			
	Total.....		

——— ———, *Petitioner.*

SCHEDULE B. (6)

BOOKS, PAPERS, DEEDS, AND WRITINGS RELATING TO BANKRUPT'S BUSINESS AND ESTATE.

The following is a true list of all books, papers, deeds, and writings relating to my trade, business, dealings, estate, and effects, or any part thereof, which, at the date of this petition, are in my possession or under my custody and control, or which are in the possession or custody of any person in trust for me, or for my use, benefit, or advantage; and also of all others which have been heretofore, at any time, in my possession, or under my custody or control, and which are now held by the parties whose names are hereinafter set forth, with the reason for their custody of the same.

Books.	
Deeds.	
Popers.	

OATH TO SCHEDULE B.

United States of America, District of ———, ss:

On this —— day of ———, A. D. 18—, before me personally came ——— ———, the person mentioned in and who subscribed to the foregoing schedule, and who, being by me first duly sworn, did declare the said schedule to be a statement of all his estate, both real and personal, in accordance with the acts of Congress relating to bankruptcy.

——— ———,

——— ———,

[*Official character.*]

SUMMARY OF DEBTS AND ASSETS.

[From the statements of the bankrupt in Schedules A and B.]

Schedule A...	1 (1)	Taxes and debts due United States....			
" " ...	1 (2)	Taxes due States, counties, districts, and municipalities.			
" " ...	1 (3)	Wages			
" " ...	1 (4)	Other debts preferred by law.....			
Schedule A...	2	Secured claims			
Schedule A...	3	Unsecured claims			
Schedule A...	4	Notes and bills which ought to be paid by other parties thereto.			
Schedule A...	5	Accommodation paper			
		Schedule A. total			
Schedule B...	1	Real estate			
Schedule B...	2-a	Cash on hand			
" " ...	2-b	Bills, promissory notes, and securities..			
" " ...	2-c	Stock in trade			
" " ...	2-d	Household goods, etc.			
" " ...	2-e	Books, prints, and pictures			
" " ...	2-f	Horses, cows, and other animals.....			
" " ...	2-g	Carriages and other vehicles			
" " ...	2-h	Farming stock and implements			
" " ...	2-i	Shipping and shares in vessels			
" " ...	2-k	Machinery, tools, etc.			
" " ...	2-l	Patents, copyrights, and trade-marks...			
" " ...	2-m	Other personal property			
Schedule B...	3-a	Debts due on open accounts			
" " ...	3-b	Stocks, negotiable bonds, etc			
" " ...	3-c	Policies of insurance			
" " ...	3-d	Unliquidated claims			
" " ...	3-e	Deposits of money in banks and elsewhere.			
Schedule B...	4	Property in reversion, remainder, trust, etc.			
Schedule B...	5	Property claimed to be excepted.....			
Schedule B...	6	Books, deeds, and papers			
		Schedule B. total			

[FORM NO. 2.]

PARTNERSHIP PETITION.

To the Honorable ——— ———,

Judge of the District Court of the United States

for the —— District of ———:

The petition of ——— ——— respectfully represents:

That your petitioners and ——— ——— have been partners under the firm name of ——— ———, having their principal place of business at ———, in the county of ———, and district and State of ———, for the greater portion of the six months next immediately preceding the filing of this petition; that the said partners owe debts which they are unable to pay in full; that your petitioners are willing to surrender all their property for the benefit of their creditors, except such as is exempt by law, and desire to obtain the benefit of the acts of Congress relating to bankruptcy.

That the schedule hereto annexed, marked A, and verified by —— oath , contains a full and true statement of all the debts of said partners, and, as far as possible, the names and places of residence of their creditors, and such further statements concerning said debts as are required by the provisions of said acts.

That the schedule hereto annexed, marked B, verified by —— oath , contains an accurate inventory of all the property, real and personal, of said partners, and such further statements concerning said property as are required by the provisions of said acts.

And said ——— ——— further states that the schedule hereto annexed, marked C, verified by his oath, contains a full and true statement of all his individual debts, and, as far as possible, the names and places of residence of his creditors, and such further statements concerning said debts as are required by the provisions of said acts; and that the schedule hereto annexed, marked D, verified by his oath, contains an accurate inventory of all his individual property, real and personal, and such further statements concerning said property as are required by the provisions of said acts.

And said ——— ——— further states that the schedule hereto annexed, marked E, verified by his oath, contains a full and true statement of all his individual debts, and, as far as possible, the names and places of residence of his creditors, and such further statements concerning said debts as are required by the provisions of said acts; and that the schedule hereto annexed, marked F, verified by his oath, contains an accurate inventory of all his individual property, real and personal, and such further statements concerning said property as are required by the provisions of said acts.

And said ——— ——— further states that the schedule hereto annexed, marked G, verified by his oath, contains a full and true statement of all his individual debts, and, as far as possible, the names and places of residence of his creditors, and such further statements concerning said debts as are required by the provisions of said acts; and that the schedule hereto annexed, marked H, verified by his oath, contains an accurate inventory of all his individual property, real and personal, and such further statements concerning said property as are required by the provisions of said acts.

And said ——— ——— further states that the schedule hereto annexed, marked J, verified by his oath, contains a full and true statement of all his individual debts, and, as far as possible, the names and places of residence of his creditors, and such further statements concerning said

debts as are required by the provisions of said acts, and that the schedule hereto annexed, marked K, verified by his oath, contains an accurate inventory of all his individual property, real and personal, and such further statements concerning said property as are required by the provisions of said acts.

Wherefore your petitioners pray that the said firm may be adjudged by a decree of the court to be bankrupts within the purview of said acts.

——— ———,
——— ———,
——— ———,
Petitioners.

——— ———, *Attorney* .

——— ———, the petitioning debtors mentioned and described in the foregoing petition, do hereby make solemn oath that the statements contained therein are true according to the best of their knowledge, information, and belief.

——— ———,
——— ———,
——— ———,
Petitioners.

Subscribed and sworn to before me this —— day of ———, A. D. 18—.

——— ———,
[*Official Character.*]
——— ———,

[Schedules to be annexed corresponding with schedules under Form No. 1.]

[FORM NO. 3.]

CREDITORS' PETITION.

To the Honorable ——— ———, judge of the District Court of the United States for the —— district of ———:

The petition of ——— ———, of ———, and ——— ———, of ———, and ——— ———, of ———, respectfully shows:

That ——— ———, of ———, has for the greater portion of six months next preceding the date of filing this petition, had his principal place of business, [*or* resided, *or* had his domicil] at ———, in the county of ——— and State and district aforesaid, and owes debts to the amount of $1,000.

That your petitioners are creditors of said ——— ———, having provable claims amounting in the aggregate, in excess of securities held by them, to the sum of $500. That the nature and amount of your petitioners' claims are as follows:

———

———

And your petitioners further represent that said ——— ——— is insolvent, and that within four months next preceding the date of this petition the said ——— ——— committed an act of bankruptcy, in that he did

heretofore, to wit, on the —— day of ———

———

———

Wherefore your petitioners pray that service of this petition, with a subpœna, may be made upon ——— ———, as provided in the acts of Congress relating to bankruptcy, and that he may be adjudged by the court to be a bankrupt within the purview of said acts.

——— ———,
——— ———,
——— ———,
Petitioners.

——— ———, *Attorney.*

United States of America, District of ———, ss:

——— ———, ——— ———, ——— ———, being three of the petitioners above named, do hereby make solemn oath that the statements contained in the foregoing petition, subscribed by them, are true.

Before me, ——— ———, this —— day of ———, 189—.

——— ———,
——— ———,
[*Official Character.*]

[Schedules to be annexed corresponding with schedules under Form No. 1.]

[FORM NO. 4.]

ORDER TO SHOW CAUSE UPON CREDITORS' PETITION.

In the District Court of the United States for the —— District of ———.

In the matter of ——————————— ——————————— ———————————

[FORM NO. 5.]

SUBPOENA TO ALLEGED BANKRUPT.

United States of America, —— District of ———.

To ——— ———, in said district, greeting:

For certain causes offered before the District Court of the United States of America within and for the —— district of ———, as a court of bankruptcy, we command and strictly enjoin you, laying all other matters aside and notwithstanding any excuse, that you personally appear before our said District Court to be holden at ———, in said district, on the —— day of ———, A. D. 189—, ——— ——— to answer to a petition filed by ——— ——— in our said court, praying that you may be adjudged a bankrupt; and to do further and receive that which our said District Court shall consider in thdis behalf. And this you are in no wise to omit, under the pains and penalties of what may befall thereon.

Witness the Honorable ——— ———, judge of said court, and the seal thereof, at ———, this —— day of ———, A. D. 189—.

——— ———,
Clerk.

{ Seal of the court. }

[FORM NO. 6.]

DENIAL OF BANKRUPTCY.

In the District Court of the United States for the ——— District of ———.

In the matter of ——————————— ——————————— ———	In Bankruptcy.

At ———, in said district, on the —— day of ———, A. D. 18—.

And now the said ——— ——— appears, and denies that he has committed the act of bankruptcy set forth in the said petition, or that he is insolvent, and avers that he should not be declared bankrupt for any cause in said petition alleged; and this he prays may be inquired of by the court [*or*, he demands that the same may be inquired of by a jury].

——— ———.

Subscribed and sworn to before me this —— day of ———, A. D. 18—.

——— ———,

[*Official Character.*]

[FORM NO. 7.]

ORDER FOR JURY TRIAL.

In the District Court of the United States for the ——— District of ———.

In the matter of ——————————— ——————————— ———	In Bankruptcy.

At ———, in said district, on the —— day of ——— 18.—.

Upon the demand in writing filed by ——— ———, alleged to be a bankrupt, that the fact of the commission by him of an act of bankruptcy, and the fact of his insolvency may be inquired of by a jury, it is ordered, that said issue be submitted to a jury.

——— ———,

Clerk.

{ Seal of the court. }

[FORM NO. 8.]

SPECIAL WARRANT TO MARSHAL.

In the District Court of the United States for the —— District of ———.

In the matter of ——————————— ————————————	In Bankruptcy.

To the marshal of said district or to either of his deputies, greeting:

Whereas a petition for adjudication of bankruptcy was, on the —— day of ———, A. D. 18—, filed against ——— ———, of the county of ——— and State of ———, in said district, and said petition is still pending: and whereas it satisfactorily appears that said ——— has committed an act of bankruptcy [*or* has neglected *or* is neglecting, *or* is about to so neglect his property that it has thereby deteriorated *or* is thereby deteriorating *or* is about thereby to deteriorate, in value], you are therefore authorized and required to seize and take possession of all the estate, real and personal, of said ——— ———, and of all his deeds, books of account, and papers, and to hold and keep the same safely subject to the further order of the court.

Witness the Honorable ——— ———, judge of the said court, and the seal thereof, at ———, in said district, on the —— of ———, A. D. 189—.

——— ———,
Clerk

RETURN BY MARSHAL THEREON.

By virtue of the within warrant, I have taken possession of the estate of the within-named ——— ———, and of all his deeds, books of account, and papers which have come to my knowledge.

——— ———,
Marshal [*or Deputy Marshal*].

{ Seal of the court. }

Fees and expenses.

1. Service of warrant		
2. Necessary travel, at the rate of six cents a mile each way		
3. Actual expenses in custody of property and other services as follows		
[Here state the particulars.]	———	———

——— ———,
Marshal [*or Deputy Marshal*].

District of ———, A. D. 18—.

Personally appeared before me the said ——— ———, and made oath that the above expenses returned by him have been actually incurred and paid by him, and are just and reasonable.

——— ———,

Referee in Bankruptcy.

[FORM NO. 9.]

BOND OF PETITIONING CREDITOR.

Know all men by these presents: That we, ——— ———, as principal, and ——— ———, as sureties, are held and firmly bound unto ——— ———, in the full and just sum of ——— dollars, to be paid to the said ——— ———, executors, administrators, or assigns, to which payment, well and truly to be made, we bind ourselves, our heirs, executors, and administrators, jointly and severally, by these presents.

Signed and sealed this —— day of ——— A. D., 189—.

The condition of this obligation is such that whereas a petition in bankruptcy has been filed in the district court of the United States for the —— district of ——— against the said ———, and the said ——— has applied to that court for a warrant to the marshal of said district directing him to seize and hold the property of said ——— ———, subject to the further orders of said district court.

Now, therefore, if such a warrant shall issue for the seizure of said property, and if the said ——— ——— shall indemnify the said ——— ——— for such damages as he shall sustain in the event such seizure shall prove to have been wrongfully obtained, then the above obligation to be void; otherwise to remain in full force and virtue.

Sealed and delivered in presence of—

——— ——— ——— ——— [SEAL.]

——— ——— ——— ——— [SEAL.]

——— ——— ——— ——— [SEAL.]

Approved this —— day of ———, A. D., 189—.

——— ———,

District Judge.

[FORM NO. 10.]

BOND TO MARSHAL.

Know all men by these presents: That we, ——— ———, as principal, and ——— ———, as sureties, are held and firmly bound unto ——— ———, marshal of the United States for the ——— district of ———, in the full and just sum of ——— dollars, to be paid to the said ——— ———, his executors, administrators, or assigns, to which payment, well and truly to be made, we bind ourselves, our heirs, executors, and administrators, jointly and severally, by these presents.

Signed and sealed this —— day of ——— A. D. 189.—

The condition of this obligation is such that whereas a petition in bank-

ruptcy has been filed in the district court of the United States for the ——— district of ———, against the said ——— ———, and the said court has issued a warrant to the marshal of the United States for said district, directing him to seize and hold the property of the said——— ———, subject to the further order of the court, and the said property has been seized by said marshal as directed, and the said district court upon a petition of said ——— ——— has ordered the said property to be released to him.

Now, therefore, if the said property shall be released accordingly to the said ——— ———, and the said ——— ———, being adjudged a bankrupt, shall turn over said property or pay the value thereof in money to the trustee, then the above obligation to be void; otherwise to remain in full force and virtue.

Sealed and delivered in the presence of — ——— ——— [SEAL.]
——— ——— ——— ——— [SEAL.]
——— ——— ——— ——— [SEAL.]

Approved this ——— day of ———, A. D. 189—.

——— ———,
District Judge.

[FORM NO. 11.]

ADJUDICATION THAT DEBTOR IS NOT BANKRUPT.

In the District Court of the United States for the ——— District of ———.

In the matter of ——— ——— ———	In Bankruptcy.

At ———, in said district, on —— day of ———, A. D. 18—, before the Honorable ——— ———, judge of the —— district of ———.

This cause came on to be heard at ———, in said court, upon the petition of ——— that ——— be adjudged a bankrupt within the true intent and meaning of the acts of Congress relating to bankruptcy, and [*Here state the proceedings, whether there was no opposition, or, if opposed, state what proceedings were had.*]

And thereupon, and upon consideration of the proofs in said cause [*and the arguments of counsel thereon, if any*], it was found that the facts set forth in said petition were not proved; and it is therefore adjudged that said ——— was not a bankrupt, and that said petition be dismissed, with costs.

Witness the Honorable ——— ———, judge of said court, and the seal thereof, at ———, in said district, on the —— day of ———, A. D. 18—.

——— ———,
Clerk.

{ Seal of the court. }

[FORM NO. 12.]

ADJUDICATION OF BANKRUPTCY.

In the District Court of the United States for the ——— District of ———.

In the matter of ——————————— ————————————	In Bankruptcy.

Bankrupt .

At ———, in said district, on the —— day of ——— A. D. 18—, before the Honorable ——— ———, judge of said court in bankruptcy, the petition of ——— ——— that ——— ——— be adjudged a bankrupt, within the true intent and meaning of the acts of Congress relating to bankruptcy, having been heard and duly considered, the said ——— ——— is hereby declared and adjudged bankrupt accordingly.

Witness the Honorable ——— ———, judge of said court, and the seal thereof, at ———, in said district, on the —— day of ———, A. D. 18—.

——— ———,
Clerk.

{ Seal of the court. }

[FORM NO. 13.]

APPOINTMENT, OATH, AND REPORT OF APPRAISERS.

In the District Court of the United States for the ——— District of ———.

In the matter of ——————————— ————————————	In Bankruptcy.

Bankrupt .

It is ordered that ——— ———, of ———, ——— ——— of ———, and ——— ———, of ———, three disinterested persons, be, and they are hereby, appointed appraisers to appraise the real and personal property belonging to the estate of the said bankrupt set out in the schedules now on file in this court, and report their appraisal to the court, said appraisal to be made as soon as may be, and the appraisers to be duly sworn.

Witness my hand this —— day of ———, A. D. 18—.

——— ———,
Referee in Bankruptcy.

—— Dstrict of ———, ss:

Personally appeared the within named ——— ——— and severally made oath that they will fully and fairly appraise the aforesaid real and personal property according to their best skill and judgment.

——— ———.
——— ———.
——— ———.

Subscribed and sworn to before me this —— day of ———, A. D. 189—.

———,
[*Official Character.*]

We, the undersigned, having been notified that we were appointed to estimate and appraise the real and personal property aforesaid, have attended to the duties assigned us, and after a strict examination and careful inquiry, we do estimate and appraise the same as follows:

	Dollars.	Cents

In witness whereof we hereunto set our hands, at ———, this ——— day of ———, A. D. 18—.

——— ———.
——— ———.
——— ———.

[FORM NO. 14.]

ORDER OF REFERENCE.

In the District Court of the United States for the ——— District of ———.

In the matter of ——— *Bankrupt*.	In Bankruptcy.

Whereas ——— ———, of ———, in the county of ——— and district aforesaid, on the ——— day of ———, A. D. 18—, was duly adjudged a

bankrupt upon a petition filed in this court by [*or*, against] him on the ——— day of ———, A. D. 189—, according to the provisions of the acts of Congress relating to bankruptcy.

It is thereupon ordered, that said matter be referred to ——— ———, one of the referees in bankruptcy of this court, to take such further proceedings therein as are required by said acts; and that the said ——— ——— shall attend before said referee on the ——— day of ——— at ———, and thenceforth shall submit to such orders as may be made by said referee or by this court relating to said ——— bankruptcy.

Witness the Honorable ——— ———, judge of the said court, and the seal thereof, at ———, in said district, on the ——— day of ———, A. D. 18—.

——— ———,
Clerk.

{ Seal of the court. }

[FORM NO. 15.]

ORDER OF REFERENCE IN JUDGE'S ABSENCE.

In the District Court of the United States for the ——— District ———

In the matter of ——— ——— ———

[FORM NO. 16.]

REFEREE'S OATH OF OFFICE.

I, ——— ———, do solemnly swear that I will administer justice without respect to persons, and do equal right to the poor and to the rich, and that I will faithfully and impartially discharge and perform all the duties incumbent on me as referee in bankruptcy, according to the best of my abilities and understanding, agreeably to the Constitution and laws of the United States. So help me God.

——— ———.

Subscribed and sworn to before me this —— day of ———, A. D. 18—.

——— ———,
District Judge.

[FORM NO. 17.]

BOND OF REFEREE.

Know all men by these presents: That we ——— ——— of ——— ——— as principal, and ——— ——— of ——— ——— and ——— ——— of ——— ———, as sureties are held and firmly bound to the United States of America in the sum of ——— dollars, lawful money of the United States, to be paid to the said United States, for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, and administrators, jointly and severally, by these presents.

Signed and sealed this ——— day of ———, A. D. 189—.

The condition of this obligation is such that whereas the said ——— ———, has been on the ——— day of ———, A. D. 18—, appointed by the Honorable ——— ———, judge of the district court of the United States for the ——— district of ———, a referee in bankruptcy, in and for the county of ———, in said district, under the acts of Congress relating to bankruptcy.

Now, therefore, if the said ——— ——— shall well and faithfully discharge and perform all the duties pertaining to the said office of referee in bankruptcy, then this obligation to be void; otherwise to remain in full force and virtue.

Signed and sealed
in the presence of ——— ———, [L. S.]
——— ——— [L. S.]
——— ——— [L. S.]

Approved this ——— day of ———A. D. 189—.

——— ———.
District Judge.

[FORM NO. 18.]

NOTICE OF FIRST MEETING OF CREDITORS.

In the District Court of the United States for the ——— District of ———.
In Bankruptcy.

In the matter of *Bankrupt* .	In Bankruptcy.

To the creditors of ——— ———, of ———, in the county of ———, and district aforesaid, a bankrupt.

Notice is hereby given that on the ——— day of ——— A. D. 18—, the said ——— ——— was duly adjudicated bankrupt; and that the first meeting of his creditors will be held at ——— in ———, on the ——— day of ———, A. D. 18—, at ——— o'clock in the ——— noon, at which time the said creditors may attend, prove their claims, appoint a trustee, examine the bankrupt, and transact such other business as may properly come before said meeting.

——— ———,
Referee in Bankruptcy.

——— ———, 18—.

[FORM NO. 19.]

LIST OF DEBTS PROVED AT FIRST MEETING.

In the District Court of the United States for the ——— District of ———.

In the matter of *Bankrupt* .	In Bankruptcy.

At ———, in said district, on the ——— day of ———, A. D. 18—, before ——— ———, referee in bankruptcy.

The following is a list of creditors who have this day proved their debts:

Names of creditors.	Residence.	Debts proved.	
		Dolls.	Cts.

——— ———,
Referee in Bankruptcy.

[FORM NO. 20.]

GENERAL LETTER OF ATTORNEY IN FACT WHEN CREDITOR IS NOT REPRESENTED BY ATTORNEY AT LAW.

In the District Court of the United States for the ——— District of ———.

In the matter of ——————————— *Bankrupt* .	In Bankruptcy.

To ——— ———:

——— ———.

I, ——— ———, of ———, in the county of ——— and State of ———, do hereby authorize you, or any one of you, to attend the meeting or meetings of creditors of the bankrupt aforesaid at a court of bankruptcy, wherever advertised or directed to be holden, on the day and at the hour appointed and notified by said court in said matter, or at such other place and time as may be appointed by the court for holding such meeting or meetings, or at which such meeting or meetings, or any adjournment or adjurnments thereof may be held, and then and there from time to time, and as often as there may be occasion, for me and in my name to vote for or against any proposal or resolution that may be then submitted under the acts of Congress relating to bankruptcy; and in the choice of trustee or trustees of the estate of the said bankrupt, and for me to assent to such appointment of trustee; and with like powers to attend and vote at any other meeting or meetings of creditors, or sitting or sittings of the court, which may be held therein for any of the purposes aforesaid; also to accept any composition proposed by said bankrupt in satisfaction of his debts, and to receive payment of dividends and of money due me under any composition, and for any other purpose in my interest whatsoever, with full power of substitution.

In witness whereof I have hereunto signed my name and affixed my seal the ——— day of ———, A. D. 189—.

——— ———. [L. S.]

Signed, sealed, and delivered in presence of —

——— ———.

Acknowledged before me this ——— day of ———, A. D. 189—.

——— ———,

[*Official Character.*]

[FORM NO. 21.]

SPECIAL LETTER OF ATTORNEY IN FACT.

In the matter of ——— *Bankrupt* .	In Bankruptcy.

To ——— ———,

——— ———:

I hereby authorize you, or any one of you, to attend the meeting of creditors in this matter, advertised or directed to be holden at ———, on the ———day of ———, before ———, or any adjournment thereof, and then and there ——— for ——— and in ——— name to vote for or against any proposal or resolution that may be lawfully made or passed at such meeting or adjourned meeting, and in the choice of trustee or trustees of the estae of the said bankrupt.

——— ——— [L. S.]

In witness whereof I have hereunto signed my name and affixed my seal the ——— day of ———, A. D. 189—.

Signed, sealed, and delivered in presence of —

——— ———.

Acknowledged before me this ——— day of ———, A. D. 18—.

———,

[*Official Character.*]

[FORM NO. 22.]

APPOINTMENT OF TRUSTEE BY CREDITORS.

In the District Court of the United States for the ——— District of ———.

In the matter of ——— *Bankrupt* .	In Bankruptcy.

At ———, in said district, on the ——— day of ———, A. D. 18—, before ——— ———, referee in bankruptcy.

This being the day appointed by the court for the first meeting of creditors in the above bankruptcy, and of which due notice has been given in the [*here insert the names of the newspapers in which notice was published*], we, whose names are hereunder written, being the majority in number and in amount of claims of the creditors of the said bankrupt, whose claims have been allowed, and who are present at this meeting, do

hereby appoint ——— ———, of ———, in the county of ——— and State of ———, to be the trustee— of the said bankrupt's estate and effects.

Signatures of creditors.	Residences of the same.	Amount of debt.	
		Dolls.	Cts.

Ordered that the above appointment of trustee— be, and the same is hereby approved.

——— ———,
Referee in Bankruptcy.

[FORM NO. 23.]

APPOINTMENT OF TRUSTEE BY REFEREE.

In the District Court of the United States for the ——— District of ———.

In the matter of

Bankrupt . } In Bankruptcy.

At ———, in said district, on the —— day of ———, A. D. 18—, before ——— ———, referee in bankruptcy.

This being the day appointed by the court for the first meeting of creditors under the said bankruptcy, and of which due notice has been given in the [*here insert the names of the newspapers in which notice was published*] I, the undersigned referee of the said court in bankruptcy, sat at the time and place above mentioned, pursuant to such notice, to take the proof of debts and for the choice of trustee under the said bankruptcy; and I do hereby certify that the creditors whose claims had been allowed and were present, or duly represented, failed to make choice of a trustee of said bankrupt's estate, and therefore I do hereby appoint ——— ———, of ———, in the county of ——— and State of ———, as trustee of the same.

——— ———,
Referee in Bankruptcy.

[FORM NO. 24.]

NOTICE TO TRUSTEE OF HIS APPOINTMENT.

In the District Court of the United States for the ——— District of ———.

In the matter of

Bankrupt . } In Bankruptcy.

To ——— ———, of ———, in the county of ———, and district aforesaid:

I hereby notify you that you were duly appointed trustee [*or* one of the

trustees] of the estate of the above-named bankrupt at the first meeting of the creditors, on the ——— day of ———, A. D. 18—, and I have approved said appointment. The penal sum of your bond as such trustee has been fied at ——— dollars. You are required to notify me forthwith of your acceptance or rejection of the trust.

Dated at ——— the ———day of ———, A. D. 18—.

——— ———,
Referee in Bankruptcy.

[FORM NO. 25.]

BOND OF TRUSTEE.

Know all men by these presents: That we, ——— ———, of ———, as principal, and ——— ———, of ———, and ——— ———, of ———, as sureties, are held and firmly bound unto the United States of America in the sum of ——— dollars, in lawful money of the United States, to be paid to the said United States, for which payment, well and truly to be made, we bind ourselves and our heirs, executors, and administrators, jointly and severally by these presents.

Signed and sealed this —— day of ———, A. D. 189—.

The condition of this obligation is such, that whereas the above-named ——— ——— was, on the ——— day of ———, A. D. 189—, appointed trustee in the case pending in bankruptcy in said court, wherein ——— ——— is the bankrupt, and he, the said ——— ———, has accepted said trust with all the duties and obligations pertaining thereunto:

Now, therefore, if the said ——— ———, trustee as aforesaid, shall obey such orders as said court may make in relation to said trust, and shall faithfully and truly account for all the moneys, assets, and effects of the estate of said bankrupt which shall come into his hands and possession, and shall in all respects faithfully perform all his official duties as said trustee, then this obligation to be void; otherwise, to remain in full force and virtue.

Signed and sealed in presence of—

——— ——— ——— ———, [SEAL.]
——— ——— ——— ———, [SEAL.]
——— ———, [SEAL.]

[FORM NO. 26.]

ORDER APPROVING TRUSTEE'S BOND.

At a court of bankruptcy, held in and for the ——— District of ———, at ———, ———, this —— day of ———, 189—.

Before ——— ———, referee in bankruptcy, in the District Court of the United States for the ——— District of ———.

In the matter of ——————————— *Bankrupt* .	In Bankruptcy.

It appearing to the Court ——— ———, of ———, and in said district, has been duly appointed trustee of the estate of the above-named bankrupt, and has given a bond with sureties for the faithful performance of his official duties, in the amount fixed by the creditors [*or* by order of the court], to wit, in the sum of ——— dollars, it is ordered that the said bond be, and the same is hereby, approved.

——— ———,
Referee in Bankruptcy.

[FORM NO. 27.]

ORDER THAT NO TRUSTEE BE APPOINTED.

In the District Court of the United States for the ——— District of ———.

In the matter of ——————————— *Bankrupt* .	In Bankruptcy.

It appearing that the schedule of the bankrupt discloses no assets, and that no creditor has appeared at the first meeting, and that the appointment of a trustee of the bankrupt's estate is not now desirable, it is hereby ordered that, until further order of the court, no trustee be appointed and no other meeting of the creditors be called.

——— ———,
Referee in Bankruptcy.

[FORM NO. 28.]

ORDER FOR EXAMINATION OF BANKRUPT.

In the District Court of the United States for the ——— District of ———.

In the matter of ——————————— *Bankrupt* .	In Bankruptcy.

At ———, on the ——— day of ———, A. D. 18—.

Upon the application of ——— ———, trustee of said bankrupt [*or* creditor of said bankrupt], it is ordered that said bankrupt attend before ——— ———, one of the referees in bankruptcy of this court, at ——— on the ——— day of ———, at —— o'clock in the ——— noon, to submit to

examination under the acts of Congress relating to bankruptcy, and that a copy of this order be delivered to him, the said bankrupt, forthwith.

——— ———, *Referee in Bankruptcy.*

[FORM NO. 29.]

EXAMINATION OF BANKRUPT OR WITNESS.

In the District Court of the United States for the ——— District of ———.

In the matter of ——— *Bankrupt* .	In Bankruptcy.

At ———, in said district, on the —— day of ———, A. D. 18—, before ——— ———, one of the referees in bankruptcy of said court.

——— ———, of ———, in the county of ———, and State of ———, being duly sworn and examined at the time and place above mentioned, upon his oath says. [*Here insert substance of examination of party.*]

——— ———, *Referee in Bankruptcy.*

[FORM NO. 30.]

SUMMONS TO WITNESS.

To ——— ———:

Whereas ——— ———, of ———, in the county of ———, and State of ———, has been duly adjudged bankrupt, and the proceeding in bankruptcy is pending in the District Court of the United States for the ——— District of ———,

These are to require you, to whom this summons is directed, personally to be and appear before ——— ———, one of the referees in bankruptcy of the said court, at ———, on the —— day of ———, at — o'clock in the ——— noon, then and there to be examined in relation to said bankruptcy.

Witness the Honorable ——— Judge of said court, and the seal thereof at ———, this ———day of ———, A. D. 189—.

——— ———, *Clerk.*

RETURN OF SUMMONS TO WITNESS.

In the District Court of the United States for the ——— District of ———.

In the matter of ——— *Bankrupt* .	In Bankruptcy.

On this ——— day of ———, A. D. 18—, before me came ——— ———, of ———, in the county of ——— and State of ———, and makes oath, and says that he did, on ———, the —— day of ———, A. D. 189—, per-

sonally serve ——— ———, of ———, in the county of ——— and State of ———, with a true copy of the summons hereto annexed, by delivering the same to him; and he further makes oath, and says that he is not interested in the proceeding in bankruptcy named in said summons.

——— ———.

Subscribed and sworn to before me this ——— day of ———, A. D. 18—.

——— ———.

[FORM NO. 31.]

PROOF OF UNSECURED DEBT.

In the District Court of the United States for the ——— District of ———.

In the matter of ——— *Bankrupt* .	In Bankruptcy.

At ———, in said district of ———, on the —— day of ———, A. D. 189—, came ——— ———, of ———, in the county of ———, in said district of ———, and made oath, and says that ——— ———, the person by [*or* against] who ma petition for adjudication of bankruptcy has been filed, was at and before the filing of said petition, and still is, justly and truly indebted to said deponent in the sum of ——— dollars: that the consideration of said debt is as follows:——— that no part of said debt has been paid [except ———]: that there are no set-offs or counterclaims to the same [except———]; and that deponent has not, nor has any person by his order, or to his knowledge or belief, for his use, had or received any manner of security for said debt whatever.

——— ———,
Creditor.

Subscribed and sworn to before me this ——— day of ———, A. D. 18—.

——— ———,
[*Official Character.*]

[FORM NO. 32.]

PROOF OF SECURED DEBT.

In the District Court of the United States for the ——— District of ———.

In the matter of ——— *Bankrupt* .	In Bankruptcy.

At ———, in said district of ———, on the —— day of ———, A. D.

189—, came ——— ———, of ———, in the county of ———, in said district of ———, and made oath, and says that ——— ———, the person by [*or* against] whom a petition for adjudication of bankruptcy has been filed, was at and before the filing of said petition, and still is, justly and truly indebted to said deponent, in the sum of ——— dollars; that the consideration of said debt is as follows————————————————————; that no part of said debt has been paid [except ——————————]; that there are no set offs or counterclaims to the same [except ————]; and that the only securities held by this deponent for said debt are the following: ————————————————————————

——— ———,
Creditor.

Subscribed and sworn to before me this ——— day of ——— A. D. —.

——— ———,
[*Official Character.*]

[FORM NO. 33.]

PROOF OF DEBT DUE CORPORATION.

In the District Court of the United States for the ——— District of ———.

In the matter of ———————————— *Bankrupt* .	**In Bankruptcy.**

At ———, in said district of ———, on the ——— day of ———, A. D. 189—, came ——— ———, of ——— in the county of ——— and State of ———, and made oath and says that he is ——— of the ———, a corporation incorporated by and under the laws of the State of ———, and carrying on business at ———, in the county of ——— and State of ———, and that he is duly authorized to make this proof, and says that the said ——— ———, the person by [*or* against] whom a petition for adjudication of bankruptcy has been filed, was at and before the filing of the said petition, and still is justly and truly indebted to said corporation in the sum of ——— dollars; that the consideration of said debt is as follows: ——; that no part of said debt has been paid [except——————————————————————————————]; that there are no set-offs or counterclaims to the same [except——————————————————]; and that said corporation has not, nor has any person by its order, or to the knowledge or belief of said deponent, for its use, had or received any manner of security for said debt whatever.

——— ———,
——— *of said Corporation.*

Subscribed and sworn to before me this ——— day of ———, A. D. 18—.

——— ———,
[*Official Character.*]

[FORM NO. 34.]

PROOF OF DEBT BY PARTNERSHIP.

In the District Court of the United States for the ——— District of ———.

In the matter of ——————————— *Bankrupt* .	In Bankruptcy.

At ———, in said district of ———, on the ——— day of ———, A. D. 189—, came ——— ———, of ———, in the county of ——— and State of ———; that the said ——— ———, the person by [*or* against] whom a petition for adjudication of bankruptcy has been filed, was at and before the filing of said petition, and still is, justly and truly indebted to this deponent's said firm in the sum of ——— dollars; that the consideration of said debt is as follows: ——; that no part of said debt has been paid [except ——————————]; that there are no set-offs or counterclaims to the same [except ——————]; and this deponent has not, nor has his said firm, nor has any person by their order, or to this deponent's knowledge or belief, for their use, had or received any manner of security for said debt whatever.

——— ———,
Creditor.

Subscribed and sworn to before me this ——— day of ———, A. D. 18—.

——— ———,
[*Official Character.*]

[FORM NO. 35.]

PROOF OF DEBT BY AGENT OR ATTORNEY.

In the District Court of the United States for the ——— District of ———.

In the matter of ——————————— *Bankrupt* .	In Bankruptcy.

At ———, in said district of ———, on the ——— day of ———, A. D. 189—, came ——— ———, of ———, in the county of ———, and State of ———, attorney [*or* authorized agent] of ———, in the county of———, and State of ———, and made oath and says that ——— ———, the person by [*or* against] whom a petition for adjudication of bankruptcy has been filed, was at and before the filing of said petition, and still is, justly

and truly indebted to the said ——— ———, in the sum of ——— dollars; that the consideration of said debt is as follows: ——————————————

and this deponent further says that this deposition can not be made by the claimant in person because _____ _____,
_____ _____,
and that he is duly authorized by his principal to make this deposition, and that it is within his knowledge that the aforesaid debt was incurred as and for the consideration above stated.

_____ _____.

Subscribed and sworn to before me this ——— day of ———, A. D. 18—.

_____ _____,
[*Official Character.*]

[FORM NO. 37.]

AFFIDAVIT OF LOST BILL, OR NOTE.

In the District Court of the United States for the ——— District of ———.

In the matter of _____ *Bankrupt* .	In Bankruptcy.

On this ——— day of ———, A. D. 18—, at ———, came ——— ———, of ———, in the county of ———, and State of ———, and makes oath and says that the bill of exchange [*or* note], the particulars whereof are underwritten, has been lost under the following circumstances, to wit, and that he, this deponent, has not been able to find the same; and this deponent further says that he has not, nor has the said ——— ———, or any person or persons to their use, to this deponent's knowledge or belief, negotiated the said bill [*or* note], nor in any manner parted with or assigned the legal or beneficial interest therein, or any part thereof; and that he, this deponent, is the person now legally and beneficially interested in the same.

Bill or note referred to.

Date.	Drawer or maker.	Acceptor.	Sum.

_____ _____ _____.

Subscribed and sworn to before me this ——— day of ———, A. D. 18—.

_____ _____,
[*Official Character.*]

[FORM NO. 38.]

ORDER REDUCING CLAIM.

In the District Court of the United States for the ——— District of ———.

In the matter of ——— *Bankrupt* .	In Bankruptcy.

At ———, in said district, on the ——— day of ———, A. D. 18—.

Upon the evidence submitted to this court upon the claim of ——— against said estate [and, *if the fact be so*, upon hearing counsel thereon], it is ordered, that the amount of said claim be reduced from the sum of ———, as set forth in the affidavit in proof of claim filed by said creditor in said case, to the sum of ———, and that the latter-named sum be entered upon the books of the trustee as the true sum upon which a dividend shall be computed [*if with interest*, with interest thereon from the ——— day of ———, A. D. 18—].

——— ———,

——— ———, *Referee in Bankruptcy.*

[FORM NO. 39.]

ORDER EXPUNGING CLAIM.

In the District Court of the United States for the ——— District of ———.

In the matter of ——— *Bankrupt* .	In Bankruptcy.

At ———, in said district, on the ——— day of ———, A. D. 18—.

Upon the evidence submitted to the court upon the claim of ——— against said estate [and, *if the fact be so*, upon hearing counsel thereon], it is ordered, that said claim be disallowed and expunged from the list of claims upon the trustee's record in said case.

——— ———,

Referee in Bankruptcy.

[FORM NO. 40.]

LIST OF CLAIMS AND DIVIDENDS TO BE RECORDED BY REFEREE AND BY HIM DELIVERED TO TRUSTEE.

In the District Court of the United States for the ——— District of ———.

In the matter of ——— *Bankrupt*	In Bankruptcy.

At ———, in said district, on the ——— day of ———, A. D. 18—.

———— ————,

A list of debts proved and claimed under the bankruptcy of ———— ————, with ——— dividend at the rate of ——— per cent this day declared thereon by ———— ————, a referee in bankruptcy.

No.	[To be placed alphabetically, and the names of all the parties to the proof to be carefully set forth.]	Sum proved.		Dividend.	
		Dollars	Cents.	Dollars.	Cents.

Referee in Bankruptcy.

[FORM NO. 41.]

NOTICE OF DIVIDEND.

In the District Court of the United States for the ——— District of ———.

In the matter of ——— *Bankrupt* .	In Bankruptcy.

At ———, on the ——— day of ———, A. D. 18—.

To ——— ———,

Creditor of ——— ———:

I hereby inform you that you may, on application at my office, ———, on the ——— day of ———, or any day thereafter, between the hours of ———, receive a warrant for the ——— dividend due to you out of the above estate. If you can not personally attend, the warrant will be delivered to your order on your filling up and signing the subjointed letter.

——— ———, Trustee.

CREDITOR'S LETTER TO TRUSTEE.

To ——— ———,

Trustee in bankruptcy of the estate of ——— ———, bankrupt:

Please deliver to ——— ——— the warrant for dividend payable out of the said estate to me.

——— ———, *Creditor.*

[FORM NO. 42.]

PETITION AND ORDER FOR SALE BY AUCTION OF REAL ESTATE.

In the District Court of the United States for the ——— District of ———.

In the matter of ——— *Bankrupt* .	In Bankruptcy.

Respectfully represents ———, trustee of the estate of said bankrupt, that it would be for the benefit of said estate that a certain portion of the real estate of said bankrupt, to wit: [*here describe it and its estimated value*] should be sold by auction, in lots or parcels, and upon terms and conditions, as follows: ———

Wherefore he prays that he may be authorized to make sale by action of said real estate as aforesaid.

Dated this ——— day of ———, A. D. 18—.

——— ———, *Trustee.*

The foregoing petition having been duly filed, and having come on for a hearing before me, of which hearing ten days' notice was given by mail to creditors of said bankrupt, now, after due hearing, no adverse interest being represented thereat [*or* after hearing ——— ——— in favor of said petition and ——— ——— in opposition thereto], it is ordered that the said trustee be authorized to sell the portion of the bankrupt's real estate specified in the foregoing petition, by auction, keeping an accurate account of each lot or parcel sold and the price received therefor and to whom sold: which said account he shall file at once with the referee.

Witness my hand this ——— day of ———, A. D. 189—.

———,
Referee in Bankruptcy.

[FORM NO. 43.]

PETITION AND ORDER FOR REDEMPTION OF PROPERTY FROM LIEN.

In the District Court of the United States for the ——— District of ———.

In the matter of ——— *Bankrupt* .	In Bankruptcy.

Respectfully represents ——— ———, trustee of the estate of said bankrupt, that a certain portion of said bankrupt's estate, to wit: [*here describe the estate or property and its estimated value*] is subject to a mortgage [*describe the mortgage*], or to a conditional contract [*describing it*], or to a lien [*describe the origin and nature of the lien*], [*or, if the property be personal property*, has been pledged or deposited and is subject to a lien] for [*describe the nature of the lien*], and that it would be for the benefit of the estate that said property should be redeemed and discharged from the lien thereon. Wherefore he prays that he may be empowered to pay out of the assets of said estate in his hands the sum of ———, being the amount of said lien, in order to redeem said property therefrom.

Dated this ——— day of ———, A. D. 18—.

——— ———, *Trustee.*

The foregoing petition having been duly filed and having come on for a hearing before me, of which hearing ten days' notice was given by mail to creditors of said bankrupt, now, after due hearing, no adverse interest being represented thereat [*or* after hearing ——— ——— in favor of said petition and ——— ——— in opposition thereto], it is ordered that the said trustee be authorized to pay out of the assets of the bankrupt's estate specified in the foregoing petition the sum of ———, being the amount of the lien, in order to redeem the property therefrom.

Witness my hand this ——— day of ———, A. D. 189—.

———,
Referee in Bankruptcy.

[FORM NO. 44.]

PETITION AND ORDER FOR SALE SUBJECT TO LIEN.

In the District Court of the United States for the ——— District of ———.

In the matter of ——————————— *Bankrupt* .	In Bankruptcy.

Respectfully represents ——— ———, trustee of the estate of said bankrupt, that a certain portion of said bankrupt's estate, to wit: [*here describe the estate or property and its estimated value*] is subject to a mortgage [*describe mortgage*], or to a conditional contract [*describe it*], or to a lien [*describe the origin and nature of the lien*], or [*if the property be personal property*] has been pledged or deposited and is subject to a lien for [*describe the nature of the lien*], and that it would be for the benefit of the said estate that said property should be sold, subject to said mortgage, lien, or other incumbrance. Wherefore he prays that he may be authorized to make sale of said property, subject to the incumbrance thereon.

Dated this ——— day of ———, A. D. 189—.

——— ———, *Trustee.*

The foregoing petition having been duly filed and having come on for a hearing before me, of which hearing ten days' notice was given by mail to creditors of said bankrupt, now, after due hearing, no adverse interest being represented thereat [*or* after hearing ——— ——— in favor of said petition and ——— ——— in opposition thereto], it is ordered that the said trustee be authorized to sell the portion of the bankrupt's estate specified in the foregoing petition, by auction [*or*, at private sale], keeping an accurate account of the property sold and the price received therefor and to whom sold; which said account he shall file at once with the referee.

Witness my hand this ——— day of ———A. D. 189—.

———,
Referee in Bankruptcy.

[FORM NO. 45.]

PETITION AND ORDER FOR PRIVATE SALE.

In the District Court of the United States for the ——— District of ———.

In the matter of ——————————— *Bankrupt* .	In Bankruptcy.

Respectfully represents ——— ———, duly appointed trustee of the estate of the aforesaid bankrupt.

That for the following reasons, to wit, ———————————

it is desirable and for the best interest of the estate to sell at private sale a certain portion of the said estate, to wit: ———————————

Wherefore he prays that he may be authorized to sell the said property at private sale.

Dated this ——— day of ———, A. D. 189—.

——— ———, *Trustee.*

The foregoing petition having been duly filed and having come on for a hearing before me, of which hearing ten days' notice was given by mail to creditors of said bankrupt, now, after due hearing, no adverse interest being represented thereat [*or* after hearing ——— ——— in favor of said petition and ——— ——— in opposition thereto], it is ordered that the said trustee be authorized to sell the portion of the bankrupt's estate specified in the foregoing petition, at private sale, keeping an accurate account of each article sold and the price received therefor and to whom sold; which said account he shall file at once with the referee.

Witness my hand this ——— day of ———, A. D. 189—.

——— ———.

Referee in Bankruptcy.

[FORM NO. 46.]

PETITION AND ORDER FOR SALE OF PERISHABLE PROPERTY.

In the District Court of the United States for the ——— District of ———.

In the matter of ——————————— *Bankrupt* .	In Bankruptcy.

Respectfully represents ——— ——— the said bankrupt, [*or* a creditor, *or* the receiver, *or* the trustee of the said bankrupt's estate.]

That a part of the said estate, to wit,——————————— now in ———, is perishable, and that there will be loss if the same is not sold immediately.

Wherefore, he prays the court to order that the same be sold immediately as aforesaid.

Dated this ——— day of ———, A. D. 189—. ——— ———

The foregoing petition having been duly filed and having come on for a hearing before me, of which hearing ten days' notice was given by mail to the creditors of the said bankrupt, [*or* without notice to the creditors], now, after due hearing, no adverse interest being represented thereat, [*or* after hearing ——— ——— in favor of said petition and ——— ——— in opposition thereto] I find that the facts are as above stated, and that the same is required in the interest of the estate, and it is therefore ordered that the same be sold forthwith and the proceeds deposited in court.

Witness my hand this ——— day of ———, A. D. 189—.

——— ———,

Referee in Bankruptcy.

[FORM NO. 47.]

TRUSTEE'S REPORT OF EXEMPTED PROPERTY.

In the District Court of the United States for the ——— District of ———.

In the matter of ——— *Bankrupt*.	In Bankruptcy.

At ———, on the ——— day of ———, 18—.

The following is a schedule of property designated and set apart to be retained by the bankrupt aforesaid, as his own property, under the provisions of the acts of Congress relating to bankruptcy.

General head.	Particular description.	Value.	
		Dolls.	Cts.
Military uniform, arms, and equipments			
Property exempted by State laws			

——— ———,
Trustee.

[FORM NO. 48.]

TRUSTEE'S RETURN OF NO ASSETS.

In the District Court of the United States for the ——— District of ———.

In the matter of ——— *Bankrupt*.	In Bankruptcy.

At ———, in said district, on the ——— day of ———, A. D. 18—.

On the day aforesaid, before me comes ——— ———, of ———, in the county of ——— and State of ———, and makes oath, and says that he, as trustee of the estate and effects of the above-named bankrupt , neither received nor paid any moneys on account of the estate.

Subscribed and sworn to before me at ———, this ——— day of ———, A. D. 18—.

——— ———,
Referee in Bankruptcy.

[FORM NO. 49.]

ACCOUNT OF TRUSTEE.

DR. *The estate of* ——— ———, *bankrupt* , *in account with* ——— ———, *trustee.* CR.

		Dolls.	Cts.	Dolls.	Cts.			Dolls.	Cts.	Dolls.	Cts.

[FORM NO. 50.]

OATH TO FINAL ACCOUNT OF TRUSTEE.

In the District Court of the United States for the ——— District of ———.

In the matter of ——— *Bankrupt* .	In Bankruptcy.

On this ——— day of ———, A. D. 18—, before me comes ——— ———, of ———, in the county of ——— and State of ———, and makes oath, and says that he was, on the ——— day of ———, A. D. 18—, appointed trustee of the estate and effects of the above-named bankrupt, and that as such trustee he has conducted the settlement of the said estate. That the account hereto annexed containing ——— sheets of paper, the first sheet whereof is marked with the letter —— [*reference may here also be made to any prior account filed by said trustee*] is true, and such account contains entries of every sum of money received by said trustee on account of the estate and effects of the above-named bankrupt , and that the payments purporting in such account to have been made by said trustee have been so made by him. And he asks to be allowed for said payments and for commissions and expenses as charged in said accounts.

——— ———, *Trustee.*

Subscribed and sworn to before me at ———, in said ——— district of ———, this —— day of ———, A. D. 18—.

——— ———,
[*Official Character.*]

[FORM NO. 51.]

ORDER ALLOWING ACCOUNT AND DISCHARGING TRUSTEE.

In the District Court of the United States for the ——— District of ———.

In the matter of ——— *Bankrupt* .	In Bankruptcy.

The foregoing account having been presented for allowance, and having been examined and found correct, it is ordered, that the same be allowed, and that the said trustee be discharged of his trust.

——— ———,
Referee in Bankruptcy.

[FORM NO. 52.]

PETITION FOR REMOVAL OF TRUSTEE.

In the District Court of the United States for the ——District of ——.

In the matter of ——————————— *Bankrupt* .	In Bankruptcy.

To the Honorable —— ——,
Judge of the District Court for the —— District of ——:

The petition of —— ——, one of the creditors of said bankrupt, respectfully represents that it is for the interest of the estate of said bankrupt that ——, heretofore appointed trustee of said bankrupt's estate, should be removed from his trust, for the causes following to wit: [*here set forth the particular cause or causes for which such removal is requested.*]

Wherefore —— —— pray that notice may be served upon said ——, trustee as aforesaid, to show cause, at such time as may be fixed by the court, why an order should not be made removing him from said trust.

—— ——.

[FORM NO. 53.]

NOTICE OF PETITION FOR REMOVAL OF TRUSTEE.

In the District Court of the United States for the —— District of ——.

In the matter of ——————————— *Bankrupt* .	In Bankruptcy.

At ——, on the —— day of ——, A. D. 18—.

To —— ——,
Trustee of the estate of —— ——, bankrupt:

You are hereby notified to appear before this court, at ——, on the —— day of ——, A. D. 18—, at —— o'clock —. m., to show cause (if any you have) why you should not be removed from your trust as trustee as aforesaid, according to the prayer of the petition of —— ——, one of the creditors of said bankrupt, filed in this court on the —— day of ——, A. D. 18—, in which it is alleged [*here insert the allegation of the petition*].

—— ——, *Clerk.*

[FORM No. 54.]

ORDER FOR REMOVAL OF TRUSTEE.

In the District Court of the United States for the ——— District of ———.

In the matter of ——— *Bankrupt* .	In Bankruptcy.

Whereas ——— ———, of ———, did, on the —— day of ———, A. D. 18—, present his petition to this court, praying that for the reasons therein set forth, ——— ———, the trustee of the estate of said ——— ———, bankrupt, might be removed:

Now, therefore, upon reading the said petition of the said ——— ——— and the evidence submitted therewith, and upon hearing counsel on behalf of said petitioner and counsel for trustee, and upon the evidence submitted on behalf of said trustee.

It is ordered that the said ——— ——— be removed from the trust as trustee of the estate of said bankrupt, and that the costs of the said petitioner incidental to said petition be paid by said ——— ———, trustee [*or*, out of the estate of the said ——— ———, subject to prior charges.]

Witness the Honorable ——— ———, judge of the said court, and the seal thereof, at ———, in said district, on the —— day of ———, A. D. 18—.

Clerk.

{ Seal of the court. } ——— ———,

[FORM No. 55.]

ORDER FOR CHOICE OF NEW TRUSTEE.

In the District Court of the United States for the ——— District of ———.

In the matter of ——— *Bankrupt* .	In Bankruptcy.

At ———, on the —— day of ———, A. D. 18—.

Whereas by reason of the removal [*or* the death *or* resignation] of

——— ———, heretofore appointed trustee of the estate of said bankrupt, a vacancy exists in the office of said trustee,

It is ordered, that a meeting of the creditors of said bankrupt be held at ———, in ———, in said district, on the —— day of ———, A. D. 18—, for the choice of a new trustee of said estate.

And it is further ordered that notice be given to said creditors of the time, place, and purpose of said meeting, by letter to each, to be deposited in the mail at least ten days before that day.

——— ———, *Referee in Bankruptcy.*

[FORM No. 56.]

CERTIFICATE BY REFEREE TO JUDGE.

In the District Court of the United States for the ——— District of ———.

In the matter of ——— *Bankrupt* .	In Bankruptcy.

I, ——— ———, one of the referees of said court in bankruptcy, do hereby certify that in the course of the proceedings in said cause before me the following question arose pertinent to the said proceedings: [*Here state the question, a summary of the evidence relating thereto, and the finding and order of the referee thereon.*]

And the said question is certified to the judge for his opinion thereon.

Dated at ———, the —— day of ———, A. D. 18—.

———,
Referee in Bankruptcy.

[FORM No. 57.]

BANKRUPT'S PETITION FOR DISCHARGE.

In the matter of ——— *Bankrupt* .	In Bankruptcy.

To the Honorable ——— ———,
Judge of the District Court of the United States for the
District of ———.

——— ———, of ———, in the county of ——— and State of ———, in said district, respectfully represents that on the —— day of ———,

last past, he was duly adjudged bankrupt under the acts of Congress relating to bankruptcy; that he has duly surrendered all his property and rights of property, and has fully complied with all the requirements of said acts and of the orders of the court touching his bankruptcy.

Wherefore he prays that he may be decreed by the court to have a full discharge from all debts provable against his estate under said bankrupt acts, except such debts as are excepted by law from such discharge.

Dated this —— day of ———, A. D. 189—.

——— ———, *Bankrupt.*

ORDER OF NOTICE THEREON.

District of ———, ss:

On this —— day of ———, A. D. 189—, on reading the foregoing petition, it is—

Ordered by the court, that a hearing be had upon the same on the —— day of ———, A. D. 189—, before said court, at ———, in said district, at —— o'clock in the ——— noon; and that notice thereof be published in ——— ———, a newspaper printed in said district, and that all known creditors and other persons in interest may appear at the said time and place and show cause, if any they have, why the prayer of the said petitioner should not be granted.

And it is further ordered by the court, that the clerk shall send by mail to all known creditors copies of said petition and this order, addressed to them at their places of residence as stated.

Witness the Honorable ——— ———, judge of the said court, and the seal thereof, at ———, in said district, on the —— day of ———, A. D. 189—.

——— ———,

{ Seal of the court. } *Clerk.*

—— hereby depose, on oath, that the foregoing order was published in the ——— ——— on the following ——— days, viz:

On the —— day of ——— and on the —— day of ———, in the year 189—.

——— ———.

District of ———.

——— ———, 189—.

Personally appeared ——— ———, and made oath that the foregoing statement by him subscribed is true.

Before me,

——— ———.

[*Official Character.*]

I hereby certify that I have on this —— day of ———, A. D. 189—, sent by mail copies of the above order, as therein directed.

——— ———,

Clerk.

[FORM No. 58.]

SPECIFICATION OF GROUNDS OF OPPOSITION TO BANKRUPT'S DISCHARGE.

In the District Court of the United States for the ——— District of ———.

In the matter of ——————————— *Bankrupt* .	In Bankruptcy.

——— ———, of ———, in the county of ——— and State of ———, a party interested in the estate of said ——— ———, bankrupt, do hereby oppose the granting to him of a discharge from his debts, and for the grounds of such opposition do file the following specification: [*Here specify the grounds of opposition.*]

——— ———, *Creditor.*

[FORM No. 59.]

DISCHARGE OF BANKRUPT.

District Court of the United States,

——— District of ———.

Whereas, ——— ——— of ——— in said district, has been duly adjudged a bankrupt, under the acts of Congress relating to bankruptcy, and appears to have conformed to all the requirements of law in that behalf, it is therefore ordered by this court that said ——— ——— be discharged from all debts and claims which are made provable by said acts against his estate, and which existed on the —— day of ———, A. D. 189—, on which day the petition for adjudication was filed ——— him; excepting such debts as are by law excepted from the operation of a discharge in bankruptcy.

Witness the Honorable ——— ———, judge of said district court, and the seal thereof this —— day of ———, A. D. 189—.

——— ———,

{ Seal of the court. } *Clerk.*

[FORM No. 60.]

PETITION FOR MEETING TO CONSIDER COMPOSITION.

District Court of the United States for the ——— District of ———.

——————————— ——————————— *Bankrupt* ———————————	In Bankruptcy.

To the Honorable ——— ———, Judge of the District Court of the United States for the —— District of ———:

The above-named bankrupt respectfully represent that a composition of ——— per cent upon all unsecured debts, not entitled to a priority ——— ——— in satisfaction of —— debts has been proposed by —— to —— creditors, as provided by the acts of Congress relating to bankruptcy, and —— verily believe that the said composition will be accepted by a majority in number and in value of ——— creditors whose claims are allowed.

Wherefore, he pray that a meeting of —— creditors may be duly called to act upon said proposal for a composition, according to the provisions of said acts and the rules of court.

——— ———,
Bankrupt.

[FORM No. 61.]

APPLICATION FOR CONFIRMATION OF COMPOSITION.

In the District Court of the United States, for the —— District of ———.

——————————— In the matter of ——————————— *Bankrupt* ———————————	In Bankruptcy.

To the Honorable ——— ———, Judge of the District Court of the United States for the ——— District of ———:

At ———, in said district, on the —— day of ———, A. D. 189—, now comes ——— ———, the above-named bankrupt, and respectfully repre-

sents to the court that, after he had been examined in open court [*or* at a meeting of his creditors] and had filed in court a schedule of his property and a list of his creditors, as required by law, he offered terms of composition to his creditors, which terms have been accepted in writing by a majority in number of all creditors whose claims have been allowed, which number represents a majority in amount of such claims; that the consideration to be paid by the bankrupt to his creditors, the money necessary to pay all debts which have priority, and the costs of the proceedings, amounting in all to the sum of ——— dollars, has been deposited, subject to the order of the judge, in the ——— National Bank, of ———, a designated depository of money in bankruptcy cases.

Wherefore the said ——— ——— respectfully asks that the said composition may be confirmed by the court.

——— ———, *Bankrupt.*

[Form No. 62.]

ORDER CONFIRMING COMPOSITION.

In the District Court of the United States for the ——— District of ———.

In the matter of	In Bankruptcy.

An application for the confirmation of the composition offered by the bankrupt having been filed in court, and it appearing that the composition has been accepted by a majority in number of creditors whose claims have been allowed and of such allowed claims; and the consideration and the money required by law to be deposited, having been deposited as ordered, in such place as was designated by the judge of said court, and subject to his order; and it also appearing that it is for the best interests of the creditors; and that the bankrupt has not been guilty of any of the acts or failed to perform any of the duties which would be a bar to his discharge, and that the offer and its acceptance are in good faith and have not been made or procured by any means, promises, or acts contrary to the acts of Congress relating to bankruptcy: It is therefore hereby ordered that the said composition be, and it hereby is, confirmed.

Witness the Honorable ——— ———, judge of said court, and the seal thereof, this ——— day of ———, A. D. 189—.

——— ———, *Clerk.*

{ Seal of the court. }

[FORM No. 63.]

ORDER OF DISTRIBUTION ON COMPOSITION.

UNITED STATES OF AMERICA:
In the District Court of the United States for the ——— District of ———.

In the matter of ——————————— *Bankrupt*.	In Bankruptcy.

The composition offered by the above-named bankrupt in this case having been duly confirmed by the judge of said court, it is hereby ordered and decreed that the distribution of the deposit shall be made by the clerk of the court as follows, to wit: 1st, to pay the several claims which have priority; 2d, to pay the costs of proceedings; 3d, to pay, according to the terms of the composition, the several claims of general creditors which have been allowed, and appear upon a list of allowed claims, on the files in this case, which list is made a part of this order.

Witness the Honorable ——— ———, judge of said court, and the seal thereof, this —— day of ———, A. D. 189—.

——— ———, *Clerk.*

{ Seal of the court. }

OCTOBER TERM, 1905.

[199 U. S. 618.]

ORDER.

It is ordered by the Court that General Order in Bankruptcy No. 35 be amended by adding the following sentence to subdivision 4:
He may also, pending such proceedings, both in voluntary and involuntary cases, order the commissions of referees and trustees to be paid immediately after such commissions accrue and are earned.

(Promulgated December 11, 1905.)

INDEX TO GENERAL ORDERS.

	Order.	Section.	Page.
Abbreviations and interlineations in petitions and schedules forbidden	5	.....	3035
Accounts of marshal	19	.....	3040
referee	26	.....	3042
trustee	17	.....	3039
Amendments of petition and schedules	11	.....	3037
Appeals	36	1, 2, 3	3045 3046
from circuit courts of appeals	36	2	3045
courts of bankruptcy	36	2	3045
supreme court of District of Columbia	36	2	3045
supreme court of Territory	36	2	3045
to circuit courts of appeals	36	1	3045
supreme court of Territory	36	1	3045
Supreme Court of the United States	36	2, 3	3045 3046
Application for approval of composition	12	3	3038
discharge of bankrupt	12	3	3038
form of	31	.....	3044
Appointment and removal of trustee	13	.....	3038
Arbitration	33	.....	3044
Assignment of claims before proofs	21	3	3040 3041
Attorney, conduct of proceedings by	4	.....	3035
execution of letter of	21	5	3041
Check for money deposited	29	.....	3043
Circuit courts of appeals, appeals from	36	2, 3	3045 3046
to	36	1	3045
Claims, assignment of, before proof	21	3	3040 3041
compounding of	28	.....	3043
of persons contingently liable	21	4	3041
proof of	21	.....	3040 3041
re-examination of	21	6	3041
Clerk, compensation of	35	1	3045
indemnity for expenses of	10	.....	3037
indorsement of papers by	2	.....	3035
Compensation of clerk, referee, and trustee	35	1,2,3,4	3045
Composition, approval of	12	3	3038
opposition to	32	.....	3044
Compounding of claims	28	.....	3043
Conduct of proceedings	4	.....	3035
Consolidation of petitions	7	.....	3036
Costs in contested adjudications	34	.....	3044
Courts of bankruptcy, appeals from	36	1, 2, 3	3045 3046

	Order.	Section.	Page.
Creditors, special meeting of	25	.....	3042
Debtor, imprisoned	30	.....	3043
			3044
Debts, proof of	21	1	3040
Deposition before referee	22	.....	3041
Discharge of bankrupt, application for	12	3	3038
opposition to	32	.....	3044
petition for	31	.....	3044
Districts, petitions in different	6	.....	3035
			3036
Docket	1	.....	3034
Duties of referee	12	1, 2, 3	3037
			3038
trustee	17	.....	3039
Examination of witnesses	22	.....	3041
Expenses of clerk, marshal, or referee, indemnity for	10	.....	3037
allowance of.	35	1,2,3,4	3045
Fees of clerk	35	1, 4	3045
referee	35	2, 4	3045
trustee	35	3, 4	3045
Filing of papers	2	.....	3035
after reference	20	.....	3040
Findings of facts by referee	12	3	3038
Forms	38	.....	3046
Frame of petitions	5	.....	3035
General provisions	37	.....	3046
Habeas corpus of imprisoned debtor	30	.....	3043
			3044
Imprisoned debtor	30	.....	3043
			3044
Indemnity for expenses of clerk, marshal, or referee.	10	.....	3037
Injunctions of proceedings of courts or officers.....	12	3	3038
Interlineation and abbreviation in petitions and schedules forbidden	5	.....	3035
Inventory by trustee	17	.....	3039
Involuntary bankruptcy, costs in	34	.....	3044
schedule in	9	.....	3037
Judge to hear application for approval of composition	12	3	3038
discharge of bankrupt.	12	3	3038
injunction	12	3	3038
removal of trustee....	13	.....	3038
review by	27	.....	3042
Jurisdiction of two petitions in different districts..	6	.....	3035
			3036
Marshal, accounts of	19	.....	3040
indemnity for expenses of	10	.....	3037
Meeting of creditors, first	12	1	3037
			3038
special	25	.....	3042
Moneys deposited, payment of	29	.....	3043
Notices to creditors	21	2	3040
Opposition to discharge of composition	32	.....	3044
Order of reference	12	1	3037
			3038
Orders of referee	23	.....	3042
Papers, filing of	2	.....	3035
after reference	20	.....	3040
Partnership cases, proceedings in	8	.....	3036
			3037
Payment of moneys deposited	29	.....	3043
Perishable property, sale of	18	3	3039

	Order.	Section.	Page.
Petition and schedules, abbreviations and interlineations in, forbidden	5	.....	3035
amendments to	11	.....	3037
for discharge	31	.....	3044
Petitions, frame of	5	.....	3035
in different districts	6	.....	3035 3036
two or more against common debtor	7	.....	3036
Poor bankrupts, payment of fees in cases of	35	4	3045
Practice and procedure	37	.....	3046
Priority of petitions	7	.....	3036
Proceedings, conduct of	4	.....	3035
Process	3	.....	3035
Proof of debts	21	1	3040
Property, redemption of	28	.....	3043
sale of	18	1, 2, 3	3039
Proved claims, transmission of, to clerk	24	.....	3042
Record of clerk	1	.....	3034
referee	1	.....	3034
on appeal to Supreme Court of United States	36	3	3046
Redemption of property and compounding of claims	28	.....	3043
Re-examination of claim	21	6	3041
Referee, accounts of	26	.....	3042
certificate of, to judge	27	.....	3042
compensation of	35	2	3045
duties of	12	1, 2, 3	3037 3038
finding of facts by	12	3	3038
indemnity for expenses of	10	.....	3037
indorsement of papers by	2	.....	3035
orders of	23	.....	3042
proceedings before	12	1, 2	3037 3038
records of	1	.....	3034
to notify trustee of his appointment	16	.....	3038 3039
to transmit list of proved claims to clerk	24	.....	3042
Reference, order of	12	.....	3037 3038
papers filed after	20	.....	3040
Removal of trustee	13	.....	3038
Review by judge	27	.....	3042
Sale of property	18	1, 2, 3	3039
Schedule, abbreviations and interlineations in, forbidden	5	.....	3035
amendments to	11	.....	3037
in involuntary bankruptcy	9	.....	3037
Special meeting of creditors	25	.....	3042
Subpœna	3	.....	3035
Summons	3	.....	3035 3045
Supreme court of District of Columbia, appeals from	36	2, 3	3046
Territory, appeals to	36	1	3045
from	36	2, 3	3045 3046
the United States, appeals to	36	2, 3	3045 3046
Testimony, taking of	22	.....	3042

	Order.	Section.	Page.
Transmission of proved claims to clerk	24	.....	3042
Trustee, appointment of	13	.....	3038
compensation of	35	3	3045
duties of	17	.....	3039
no official or general, to be appointed	14	.....	3038
not appointed in certain cases	15	.....	3038
notice to, of appointment	16	.....	3038
			3039
removal of	13	.....	3038
Witnesses, examination of	22	.....	3041

TABLE OF CASES.

[References are to pages.]

A.

Aaron v. U. S., C. C. A., 155 Fed. 833: 1364, 1369, 1370, 1371.

A. B. Baxter & Co., *Re*, C. C. A., 152 Fed. 137: 2046.

Abbey Press, *Re*, C. C. A., 134 Fed. 51: 2129, 2138, 2141, 2294, 2415.

Abbie C. Stubbs, The, 28 Fed. 719, 720: 1997, 1998, 1999.

Abbott v. American H. R. Co., 4 Blatch. C. C. 489: 440.

v. Curtis & Co. Mfg. Co., 25 Fed. 402: 1550.

v. National Bank of Commerce, 56 P. 376, 20 Wash. 552: 83.

A. B. Carton & Co., *Re*, 148 Fed. 63: 2249.

A. B. Dick Co. v. Fuller, 198 Fed. 404: 560.

v. Pomeroy Duplicator Co., 117 Fed. 154: 875.

v. Wickelman, 77 Fed. 853: 1392.

v. Wickelman, 89 Fed. 95: 1362.

Abeel v. Culberson, 56 Fed. 329: 389, 860, 1887, 188, 1908.

Abell, C. C. A., 198 Fed. 484: 2188.

Abergavenny v. Abergavenny, 2 Eq. Ca. Abr. 178: 616.

Abernethy v. Hutchinson, 3 L. J. Ch. 209: 847.

A. B. Farquhar Co. v. National Harrow Co., C. C. A., Third Circuit., 49 L.R.A. 755, 102 Fed. 714: 898.

Able v. Southern Ry., 73 South Carolina, 173, 52 S. E. 962: 1786, 1800.

Ableman v. Booth, 18 How. 479, 15 L. ed. 465: 2532.

v. Booth, 21 How. 506, 16 L. ed. 169: 175, 1481, 2503.

Ablowich, *Re*, 99 Fed. 81: 2246, 2249.

Ablowich v. Starsberg, C. C. A., 105 Fed. 751: 2249.

Abraham, *Re*, C. C. A., 93 Fed. 767: 2292, 2293.

Abraham v. Levy, C. C. A., 72 Fed. 124: 1564, 1607.

v. North German Fire Ins. Co., 3 L.R.A. 188, 37 Fed. 731: 145, 588.

Abrahamson & Bretstein, *Re*, 1 Am. B. R. 44, Referee Moss, New York: 2103.

Abrams, *Re*, 193 Fed. 271: 2219.

Abrams & Rubins, *Re*, 173 Fed. 430: 2235.

Abranches v. Schell, Fed. Cas. No. 21 (4 Blatchf. 256): 1871, 1896.

Abrecht, *Re*, 104 Fed. 974: 2240.

Accident Ins. Co. v. Crandal, 120 U. S. 527, 30 L. ed. 740: 1600.

Accumulator Co. v. Consol. Elect. Storage Co., 53 Fed. 793, 795, 796: 1367, 1372.

Acer v. Hotchkiss, 97 N. Y. 395: 683.

Acker, *Re*, 66 Fed. 290, 293, 294: 1346, 1369, 1372, 1374.

Acker v. Charleston & W. C. Ry. Co., 190 Fed. 288: 1297.

Ackerman v. Halsey, 37 N. J. Eq. 336: 482, 498.

v. Halsey, 38 N. J. Eq. 501: 482.

Ackerson v. Long Branch & L. Co., 28 N. J. Eq. 542: 412.

Ackley v. U. S., C. C. A., 200 Fed. 217: 1665, 1670.

Acme Acetylene Appliance Co. v. Commercial Acetylene Co., C. C. A., 192 Fed. 321: 876, 935.

Acme Food Co. v. Meier, C. C. A., 153 Fed. 74: 2169.

Acme Harvester Co. v. Beekman Lumber Co., 222 U. S. 300, 309, 311, 56 L. ed. 208, 214, 215: 2027, 2036, 2094, 2120, 2163, 2394.

Acord v. Western Pocahontas Corporation, 156 Fed. 989: 1402, 1403, 1404, 1405, 1406, 1407, 1408, 1409.

[References are to pages.]

Adlair v. Brimmer, 74 N. Y. 539: 321.
v. Shaw, 1 Sch. & Lef. 243: 280: 1333.
Adam v. Folger, C. C. A., 120 Fed. 260: 508, 535.
v. N. Y. Life Ins. Co., C. C. A., 113 Fed. 303: 1562.
Adamo, *Re*, 151 Fed. 716: 2166, 2212.
Adams, *Re*, 104 Fed. 72: 2241.
Adams, *Re*, 171 Fed. 599: 2251.
Adams, *Re*, 130 Fed. 788, 12 Am. B. R. 369: 2059, 2203, 2204.
Adams, *Re*, 134 Fed. 142, 14 Am. B. R. 23: 2101, 2127.
Adams v. Adams, 21 Wall. 185, 22 L. ed. 504: 629.
v. Bridgewater Iron Co., 6 Fed. 179: 786.
v. Bridgewater Iron Co., 26 Fed. 324: 332, 532.
v. City of Woburn, 174 Fed. 192: 103.
v. Cowen, 174 U. S. 800, 43 L. ed. 1188, 177 U. S. 471, 484, 44 L. ed. 851, 855. 322, 1336.
v. Crittenden, 17 Fed. 42: 901, 928.
v. Crittenden, 106 U. S. 576, 27 L. ed. 99: 2443.
v. Douglas County, Fed. Cas. No. 52: McCahon. 235, 1 Kan. 627: 41, 47.
v. Heckscher, 80 Fed. 742, 744: 600, 1899.
v. Howard, 21 Off. Gaz. 264: 1187.
v. Kehlor Milling Co., 36 Fed. 212: 558.
v. Kepler M. Co., 38 Fed. 281: 1336.
v. May, 27 Fed. 907: 1427.
v. New York, 192 U. S. 585, 48 L. ed. 575: 1097, 1718.
v. People, 1 N. Y. 173: 1643.
v. Riley, 122 U. S. 382, 30 L. ed. 1207: 2109.
v. St. Leger, 1 B. & B. 182: 419.
v. Shirk, C. C. A., 104 Fed. 54, 43 C. C. A. 407: 1555.
v. Shirk, 117 Fed. 801, 55 C. C. A. 25: 127, 131, 133, 1173.
v. Shirk, C. C. A., 121 Fed. 823: 1594.
v. Spangler, 17 Fed. 133: 1582.
Adams v. Tunage P. Co., C. C. A., 81 Fed. 178: 877.
v. U. S., 20 Ct. Cl. 115: 375.
v. White, Fed. Cas. No. 68: 120.
v. Woods, 8 Cal. 306. Central Tr. Co. v. Wabash, St. L. & P. Ry. Co., 23 Fed. 675: 1031.
Adams Cloak, Suit & Fur House, *Re*, 199 Fed. 337: 1008.
Adams County v. B. & Mo. R. Co., 112 U. S. 123, 129, 28 L. ed. 678, 680: 2404, 2406.
Adams Exp. Co. v. Adams, C. C. A., 159 Fed. 62: 628.
v. Commonwealth of Kentucky, 214 U. S. 218, 53 L. ed. 972: 2394.
v. Denver & R. G. Ry. Co., 16 Fed. 712: 80, 100, 771.
v. Ohio State Auditor, 165 U. S. 194, 41 L. ed. 683: 1573.
v. Trego, 35 Md. 47: 1824.
Adams Sartorial Art Co., *Re*, 101 Fed. 215: 2265.
Adamson v. Hall, 1 T. & R. 258: 1168.
Adderley v. Dixon, 1 Sim. & Stu. 607: 850, 889.
Adderson v. Southern Ry. Co., 177 Fed. 571: 1800.
Addington v. Burke, 125 U. S. 693, 31 L. ed. 853: 2513.
Addison v. Lewis, 75 Va. 701, 712, 713, 714: 959, 968, 969.
Addyston Pipe & Steel Co. v. U. S., 175 U. S. 211, 44 L. ed. 136: 18, 460, 893.
Adee v. J. L. Mott Iron Works, 46 Fed. 39: 1139.
Adelbert College of Western Reserve University v. Toledo, W. & W. R. Co., 47 Fed. 836, 841, 843: 1858, 1861, 1862, 1863, 1866, 1867.
v. Wabash R. Co., C. C. A., 171 Fed. 805: 1574.
Adeline, The, 9 Cranch, 244, 3 L. ed. 719: 1966, 2536, 2537.
Adler, *Re*, 129 Fed. 502, 12 Am. B. R. 19: 2117.
Adler, *Re*, C. C. A., 144 Fed. 659: 2057, 2099.
Adler, *Re*, C. C. A., 152 Fed. 422: 2257.
Adler, *Re*, 170 Fed. 634: 2116.
Adler v. Ecker, 2 Fed. 126: 159.
v. Jones, C. C. A., 109 Fed. 967: 2232.

[References are to pages.]

Adriance, P. & Co. v. McCormick H. M. Co., C. C. A., 56 Fed. 918: 410.
Adriatic, The. 107 U. S. 512, 27 L. ed. 497: 2558.
Adula, The. 127 Fed. 853: 1311, 1319.
Adutt, *Re*. 55 Fed. 376: 1483. 1634, 1638.
Advance, The. 60 Fed. 422: 1312.
Advertisements Boardman v. S. S. McClure Co., 123 Fed. 614: 584.
Aeolian Co. v. Simpson-Crawford Co., 157 Fed. 320: 1087.
Aertsen v. Ship Aurora, Bee Adm. 161, 1 Fed. Cas. No. 95: 1943.
Ætna Indemnity Co. v. J. R. Crowe Coal & Min. Co., C. C. A., 154 Fed. 545: 2529.
Ætna Ins. Co. v. Boon, 95 U. S. 117, 24 L. ed. 395: 1607.
v. Peoples' Bank of Greenville, 62 Fed. 222, 10 C. C. A. 342, 8 U. S. App. 554: 1818.
v. Weide, 9 Wall. 677, 19 L. ed. 810: 1896, 2554.
Aetna L. Ins. Co. v. Board of Co. Com'rs, C. C. A., 79 Fed. 575: 1394.
v. Lakin, C. C. A., 59 Fed. 989: 1554.
v. Tremblay, 223 U. S. 185, 56 L. ed. 398: 2394.
A. Gaglione & Son, *Re*, 200 Fed. 81, Pa.: 2177.
Agar v. Fairfax, 17 Ves. 533, 554: 1265.
v. Regents' Canal Co., cited in 1 Swanst. 250: 869.
Agawam Co. v. Jordan, 7 Wall. 583, 609, 19 L. ed. 177, 180, 184: 673, 675.
Ager v. Murray, 105 U. S. 126, 132, 26 L. ed. 942, 944: 324, 1344, 1388.
Agnew v. Haynes, C. C. A., 141 Fed. 631: 1353.
v. U. S., 165 U. S. 36, 44, 41 L. ed. 624, 627: 1694, 1702, 1704, 1705, 1706, 1707, 1708, 1709, 1710.
A. Heaton, The, 43 Fed. 592: 1939.
Ahlhauser v. Butler, 50 Fed. 705: 1908.
Ah Toy, *Re*, 45 Fed. 795: 1513, 2418, 2419.
Aiken v. Colorado River Irr. Co., 72 Fed. 591, 593: 942, 943.
v. Smith, C. C. A., 57 Fed. 423, 425: 820, 1312.
Ainslie v. Sims, 17 Beav. 174: 1164.
Ainsworth v. Starkee, (W. N. 1876) P. 8: 1116.
Aitcheson v. The Endless Chain Dredge, 40 Fed. 253: 1934.
Ajax Forge Co. v. Morden Frog & Crossing Works, C. C. A., 164 Fed. 843: 2541.
A. J. Huebel Co. v. Leaper, C. C. A., 188 Fed. 769: 2542.
A. J. Phillips Co. v. Grand Trunk Western Ry. Co., C. C. A., 195 Fed. 12: 302, 549, 645, 1436, 2363, 2414.
A. J. Woodruff & Co. v. U. S., 154 Fed. 861: 1606.
Akerly v. Vilas, Fed. Cas. No. 120 (3 Biss. 332): 1896.
v. Vilas, Fed. Cas. No. 119, 1 Abb. (U. S.) 284, (2 Biss. 110): 1885.
v. Vilas, 24 Wis. 165, 1 Am. Rep. 166: 1827.
A. Klipstein & Co. v. Marchmedt, 39 Misc. (N. Y.) 794: 803.
Alabama, The, 22 Fed. 449: 1934.
Alabama v. Georgia, 23 How. 505, 16 L. ed. 556: 4, 385.
v. Wolffe (C. C.) 18 Fed. 836: 1876.
Alabama Consol. Coal & Iron Co. v. Baltimore Tr. Co., 197 Fed. 347: 1572.
Alabama & C. R. Co. v. Jones, 5 N. B. R. 97, 7 N. B. R. 145, 169: 938, 1037, 1038.
Alabama and Gamecock, The, 92 U. S. 695, 23 L. ed. 763: 1287, 1974.
Ala. Girls' Industrial School v. Reynolds, 143 Ala. 579, 42 So. 114: 389.
Ala. & G. Mfg. Co. v. Riverdale Cotton Mills, C. C. A., 127 Fed. 497: 136, 144.
Ala. & G. M. Ry. Co. v. Robinson, C. C. A., 56 Fed. 690: 1235.
Ala. Gold L. Ins. Co. v. Nichols, 109 U. S. 232, 27 L. ed. 915: 1601, 1602.
Ala. G. S. R. Co. v. Carroll, C. C. A., 84 Fed. 772: 127, 132, 2574.
v. Thompson, 200 U. S. 206, 217, 50 L. ed. 401, 441, 447: 1784, 1785, 1800

[References are to pages.]

Ala. Iron & Ry. Co. v. Armiston L. & Tr. Co., C. C. A., 57 Fed. 25: 991.
Alabaster v. Harness, 70 L. T. 375: 1123.
Alaniz v. Casenave, 91 Cal. 41: 481.
Alaska, The, 33 Fed. 107: 1964.
Alaska, The, 130 U. S. 201, 9 S. Ct. 461, 32 L. ed. 923: 1943, 2519.
Alaska American Fish Co., *Re*, 162 Fed. 498: 2042.
Alaska Commercial Co. v. Dinkelspiel, C. C. A., 126 Fed. 164: 1595.
Alaska-Treadwell Gold Min. Co. v. Cheney, C. C. A., 148 Fed. 808: 2570.
Alaska Un. Gold Min. Co. v. Muset (C. C. A.), 114 Fed. 66: 2513.
Albani, The, 169 Fed. 220: 1940.
Albany v. Steam T. Co., 26 Fed. 318: 1393.
Albert Dumois, The, 177 U. S. 240, 20 Sup. Ct. 595, 44 L. ed. 751 (Louisiana): 1943.
Albrech v. Sussman, 2 V. & B. 323: 633.
Albright v. Sandoval, 216 U. S. 342, 54 L. ed. 509: 2389.
v. Teass, 106 U. S. 613, 27 L. ed. 295: 85.
Albuquerque Nat. Bank v. Perea, 147 U. S. 87, 37 L. ed. 91: 555, 924.
Alcoy, etc., Co. v. Greenhill, (1896), 1 Ch. 19: 702.
Alder v. Edenborn, 198 Fed. 928: 211, 1328, 1566.
Alderson v. Dole, C. C. A., 74 Fed. 29: 340, 346, 442.
Aldine Tr. Co. v. Smith, C. C. A., 182 Fed. 449: 2167.
Aldrich v. Ætna Co., 8 Wall. 491, 19 L. ed. 473: 2400, 2510.
v. Cooper, 8 Ves. 394: 322.
v. Crouch, 10 Fed. 305 (11 Biss. 180): 1833.
v. Crump, 128 Fed. 984: 323.
v. Gray, C. C. A., 147 Fed. 453: 997.
v. Nye, U. S. C. C., S. D. N. Y., Lacombe, J., Oct. 31, 1891: 1142.
Aldridge, *Re*, 168 Fed. 93: 2249.
Aldridge v. Mesner, 6 Ves. 418: 567.
Alert, The, 40 Fed. 836: 1961.
Alert, The, 199 Fed. 542: 827, 1341, 2166.
A. Leschen & Sons Rope Co. v. Broderick & Bascom Rope Co., 134 Fed. 571, 67 C. C. A. 418: 87.
Alexander, *Re*, 193 Fed. 749: 2111, 2114, 2115.
Alexander, *Re*, 1 Lowell, 530, Fed. Cas. No. 162: 1626.
Alexander v. Atlanta, etc., R. R. Co., 113 Ga. 193, 54 L.R.A. 305: 1332.
v. Crollot, 199 U. S. 580, 50 L. ed. 317: 1444.
v. Esten, 1 Caines (N. Y.), 152: 800.
v. Redmond, C. C. A., 180 Fed. 92: 2175, 2184, 2538, 2544.
v. Scorey, 81 Ga. 536, 12 Am. St. Rep. 337: 518.
v. So. Home Bldg. & L. Ass'n. 120 Fed. 963: 94, 146.
v. Union Surety & Guaranty Co., 89 App. D. (N. Y.) 3: 2151.
v. U. S., 57 Fed. 828, 830: 2555.
v. U. S., 201 U. S. 117, 121, 50 L. ed. 686, 688: 2424.
Alexander's Case, 39 Ct. Cl. 383: 371.
Alexandria C. R. & Br. Co. v. District of Columbia, 5 Mackey (D. C.) 376: 265, 1472.
Alexandria Nat. Bank v. Willis C. Bates Co., C. C. A., 160 Fed. 839: 1840, 1851, 1854.
Alexandra, The, 104 Fed. 904: 1138.
Alford, *Re*, 135 Fed. 236: 2248.
Alford v. McCarmac, 90 N. C. 151: 1085.
Alfred Kessler & Co., *Re*, 176 Fed. 647: 2198.
Alger v. Anderson, 78 Fed. 729, 733, 734: 416, 429, 447, 453.
v. Anderson, 92 Fed. 696: 321, 337, 486, 488.
Alice, The, 2 Fed. 923: 1074.
Alice Tainter, The, 14 Blatchf. 225, 227: 1310.
Alida, The, 12 Fed. 343, 1952.
Alire v. U. S., 1 Ct. Cl. 233: 2303.
v. U. S., 7 Ct. Cl. 27: 2303.
Alison Lumber Co., *Re*, 137 Fed. 643: 2267.
Alkan v. Bean, 23 Int. Rev. Rec. 351: 895.
Alkire Gr. Co. v. Richesin, 91 Fed. 79: 42.

[References are to pages.]

Allegheny County v. Cleveland & P. R. Co., 51 Pa. (1 P. F. Smith), 228, 88 Am. Dec. 579: 136.
Alleman, *Re*, 162 Fed. 693: 2251, 2252.
Allen, *Re*, 96 Fed. 512: 2211.
Allen, Matter of, 13 Blatchf. 271: 1377.
Allen v. Allen, Hempst. 58: 704.
v. Arguimbau, 198 U. S. 149, 49 L. ed. 990: 2406.
v. Black, 43 Fed. 228: 1511.
v. Blunt, 1 Blatchf. C. C. 480: 1270.
v. Blunt, 3 Story, 742, 746: 1208, 1210.
v. Blunt, 2 W. & M. 121: 1142, 1146.
v. Coffman, 1 Bibb (Ky.), 469: 560.
v. Consol. Fruit Jar Co., 145 Fed. 948: 532.
v. D. & W. R. Co., 3 Woods, 316, 326: 938, 941, 984, 1019, 1020, 1039.
v. Fairbanks, 40 Fed. 188: 737, 747, 749.
v. Fairbanks, 45 Fed. 445, 447: 495, 1570.
v. Flood, [1898] Appeal Cases, 1: 871, 872.
v. Fury, 53 N. J. Eq. 35, 30 Atl. 551: 693.
v. Galloway, 30 Fed. 406: 321.
v. Gray, 201 N. Y. 504: 2184.
v. Houlden, 6 Beav. 148: 414.
v. Jones, 79 Fed. 698: 924.
v. Luke, 141 Fed. 694: 478, 498.
v. McMannes, 156 Fed. 615: 2183, 2186.
v. Mayor, 7 Fed. 483: 686.
v. Mayor and Board of Ed., 18 Blatchf. 239: 685.
v. Mayor, 7 Fed. 483: 751, 765.
v. Mayor, 18 Blatchf. 239: 751, 765, 1199.
v. O'Donald, 23 Fed. 573: 780, 781.
v. O'Donald, 28 Fed. 17: 626.
v. Pullman's P. C. Co., 139 U. S. 658, 35 L. ed. 303: 2550.
v. St. Louis Bank, 120 U. S. 20, 30 L. ed. 573: 2541.
v. Sheridan, 145 Fed. 963: 155.
v. So. Cal. Ry. Co., 70 Fed. 370: 132, 133.
v. So. Pac. R. Co., 173 U. S. 479, 43 L. ed. 775: 2456.
Allen v. Texas & P. R. Co., 25 Fed. 513: 79, 80.
v. Thompson, 10 Fed. 116: 2041.
v. Tritch, 5 Colo. 222, 228: 700.
v. U. S., 17 Wall. 207, 21 L. ed. 553, 5 Ct. Cl. 339: 2306.
v. Wilson, 21 Fed. 881: 619.
v. Yellowstone Park Transp. Co., 154 Fed. 504: 575.
Allen B. Wrisley Co., *Re*, C. C. A., 133 Fed. 388: 2233, 2234.
Allen B. Wrisley Co. v. George E. Rouse S. Co., C. C. A., 90 Fed. 5, dismisisng appeal 87 Fed. 589: 86.
Allendorf, *Re*, 129 Fed. 981: 2248, 2249.
Allen-West Commission Co. v. Brashear, 176 Fed. 119: 114, 421.
Allert, *Re*, 173 Fed. 691: 2155, 2268.
Alley v. Nott, 111 U. S. 472, 28 L. ed. 491: 1824.
Allfrey v. Allfrey, 1 Macn. & G. 87: 1399.
Allgair v. Fisher & Co., C. C. A., 143 Fed. 962: 1246, 1247.
Allhusen v. Labouchere, 3 Q. B. D. 654: 1125.
Alliance, The, C. C. A., 70 Fed. 273: 2365.
Allin, *Re*, 8 Fed. 753: 1033.
Allin v. Robinson, Fed. Cas. No. 249 (1 Dill. 119): 1789.
Allis, *Re*, 44 Fed. 216, 217: 1111, 1136, 1361, 1365.
Allis v. Stowell, 5 Fed. 203: 709.
v. Stowell, 16 Fed. 783: 855.
v. Stowell, 85 Fed. 481: 1397, 1398.
v. Stowell, 19 Off. Gaz. 727, 728: 1371.
v. U. S., 155 U. S. 117, 39 L. ed. 91: 1557.
Allis-Chalmers Co. v. Iron Molders' Union, 150 Fed. 155, 183, 185: 427, 870, 1363.
v. Iron Moulder's Union No. 125, C. C. A., 166 Fed. 45: 870.
v. U. S., C. C. A., 162 Fed. 679: 2426.
Allison v. Corson, C. C. A., 88 Fed. 581: 911.
v. Davidson (Tenn. Ch. App.), 39 S. W. 905: 501.
v. U. S., 169 U. S. 203, 40 L. ed. 395: 1093.

[References are to pages.]

Allmark v. Platte S. S. Co. (S. D. N. Y.), 76 Fed. 614, 615: 1817, 1818, 1906, 1907.
Allred v. Smith, 135 N. C. 443, 452, 47 S. E. 597, 65 L.R.A. 924: 435.
Alpena, The, 7 Fed. 361: 1955.
Alpena, The, 8 Fed. 280: 1992.
Alper, *Re*, 162 Fed. 207: 2140.
Alphin & Lake Cotton Co., *Re*, 131 Fed. 824: 2111, 2116, 2142.
Alphin & Lake Cotton Co., *Re*, 134 Fed. 477, 14 Am. B. R. 194, 197: 2116.
Alsop v. Com. Ins. Co., 1 Sumn. 451: 1158.
v. Conway, C. C. A., 188 Fed. 568: 42, 121.
Alston v. Manning, Chase, 460: 1693.
Altenberg v. Grant (C. C. A.), 83 Fed. 980, 981: 2511.
Alter v. Clark, 193 Fed. 153: 2069, 2182.
Altman, 95 Fed. 263, 2 Am. B. R. 407: 2056, 2089.
Alton Mfg. Co., *Re*, 158 Fed. 367: 2104, 2111.
Alton Water Co. v. Brown, C. C. A., 166 Fed. 840, 842: 2362, 2364.
Aluminum Castings Co. v. Local No. 84 of International Molders' Union of North America, 197 Fed. 221: 870, 871.
Alviso v. U. S., 6 Wall. 457, 18 L. ed. 721: 2520, 2521.
v. U. S., 8 Wall. 337, 19 L. ed. 305: 2547.
A. L. Wolff & Co. v. Choctaw, O. & G. R. Co., 133 Fed. 601: 611.
Amadeo v. No. Assur. Co., 201 U. S. 194, 50 L. ed. 722: 2452.
Amado v. U. S., 195 U. S. 172, 49 L. ed. 145: 2388, 2389.
Amali, The, 3 Fed. 652: 1940.
Amann v. People, 76 Ill. 188: 1707.
Amato v. Jacobus, C. C. A., 58 Fed. 855: 1314.
Amberg F. & I. Co. v. Shea, C. C. A., 82 Fed. 314: 508.
Ambler v. Choteau, 107 U. S. 586, 591, 27 L. ed. 322, 324: 321, 1177.
v. Eppinger, 137 U. S. 480, 483, 34 L. ed. 765, 766: 200, 201.
v. Whipple, 23 Wall. 278, 23 L. ed. 127: 2534.
Ambrose Light, The, 25 Fed. 408, 447: 2010, 2012.
Amelia Milling Co. v. Tennessee Coal, Iron & R. Co., 123 Fed. 811: 36, 39.
America, The, 92 U. S. 432, 23 L. ed. 724: 1286.
Am. Agricultural Chemical Co. v. Brinkley, C. C. A., 194 Fed. 411: 2049.
Am. Alkali Co. v. Campbell, 113 Fed. 398: 715, 1439.
Am. Ass'n v. Eastern Ky. Land Co., 68 Fed. 721: 330.
v. Williams, C. C. A., 166 Fed. 17: 343.
Am. Ass'n Ld. v. Hurst, 59 Fed. 1, 4: 859.
Am. Banana Co. v. U. S., 153 Fed. 943: 1129.
Am. Bank Protection Co. v. City Nat. Bank of Johnson City, Tenn., 181 Fed. 375: 410, 1175.
v. Electric Protection Co., 181 Fed. 350: 405, 1286.
Am. Baptist Home Mission Society v. Stewart, 192 Fed. 976: 160, 161.
Am. Bell Tel. Co. v. McKeesport Tel. Co., 57 Fed. 661: 875, 1196.
v. Sou. Tel. Co., 34 Fed. 803: 527, 530.
v. U. S., 68 Fed. 542, 570: 718, 2544.
Am. Biscuit & Mfg. Co. v. Klotz, 44 Fed. 721, 725, 726: 18, 462, 948.
Am. Bonding Co. v. Allison, C. C. A., 182 Fed. 810: 2106.
v. Mills, 152 Fed. 107: 1820.
Am. Bonding & Tr. Co. v. Gibson County, C. C. A., 145 Fed. 871: 728.
v. Logansport & M. G. Co., 95 Fed. 49: 928.
Am. Book Co. v. Kansas, 193 U. S. 49, 48 L. ed. 613: 2516, 2517.
Am. Box Mach. Co. v. Crosman, 57 Fed. 1021, 1029: 441, 488, 536, 1281.
v. Crosman, C. C. A., 61 Fed. 888: 536.
Am. Brewing Co., *Re*, C. C. A., 112 Fed. 752: 2059.
Am. Bridge Co. v. Hunt, C. C. A., 130 Fed. 302: 1786, 1792 1800, 1803.

[References are to pages.]

Am. B. S. v. Price, 110 U. S. 61, 28 L. ed. 70: 444.
Am. Cable Ry. Co. v. Chicago City Ry. Co., 41 Fed. 522: 533, 881, 921.
v. Citizens' Ry. Co., 44 Fed. 484: 533.
v. City of N. Y., 42 Fed. 60: 527.
Am. Can Co. v. Erie Preserving Co., 171 Fed. 540: 484.
v. Williams, C. C. A., 149 Fed. 200: 863.
v. Williams, C. C. A., 153 Fed. 882: 169.
Am. C. B. Co. v. Ligowski C. P. Co., 31 Fed. 466: 691.
Am. Cereal Co. v. Eli Pettijohn C. Co., 70 Fed. 276: 578, 608.
v. Oriental Food Co., 145 Fed. 649: 528.
Am. Coat Pad Co. v. Phœnix Pad Co., C. C. A., 113 Fed. 629, 632: 667, 1057.
Am. Colortype Co. v. Continental Colortype Co., 188 U. S. 104, 47 L. ed. 404: 205.
Am. Confectionery Co. v. North British & Mercantile Ins. Co., 199 Fed. 195: 636.
Am. Const. Co. v. Jacksonville, T. & K. W. Ry. Co., 52 Fed. 937: 976, 1362, 1366.
v. Jacksonville, T. & K. W. Ry. Co., 148 U. S. 372, 379, 380, 386, 387, 37 L. ed. 486, 489, 492: 1444, 1449, 1450, 1469, 1471, 1472, 1473, 2382, 2532.
Am. Creosote Works v. C. Lembecke & Co., 165 Fed. 809: 324.
Am. Depot Co. v. Sheldon, 17 Blatchf. 210: 1071.
Am. Diamond Drill Co. v. Sullivan Mach. Co., 32 Fed. 552: 1324, 1329.
Am. D. R. B. Co. v. Rutland M. Co., 2 Fed. 355, 356: 532, 881, 921.
v. Sheldon, 1 Fed. 870: 532.
v. Sheldon, 28 Fed. 217: 1281, 1296, 1301.
v. Sheldon, 4 Bann. & A. 551: 656.
v. Sheldon, 17 Blatchf. 208: 656.
Am. El. C. Co. v. Consumers' Gas Co., 47 Fed. 43, 46: 1090, 1091.
Am. Ex. Nat. Bank v. First Nat. Bank, C. C. A., 82 Fed. 961: 1142.
Am. Express Co. v. Michigan, 177 U. S. 404, 409, 44 L. ed. 823, 825: 2400, 2403.
Am. Fertilizing Co. v. Board of Agriculture, 43 Fed. 609, 11 L.R.A. 179: 41.
Am. Fibre Ch. Co. v. Williamson, 69 Fed. 247: 1179.
v. Buckskin F. Co., C. C. A., 72 Fed. 508: 1179.
Am. Finance Co. v. Bostwick, 151 Mass. 19, 23 N. E. 656: 1815.
Am. Fisheries Co. v. Lennen, 118 Fed. 869: 36, 37, 40.
Am. F. L. M. Co. v. Thomas, C. C. A., 71 Fed. 782: 618, 622.
v. Whaley, 63 Fed. 743: 1295.
Am. Fur Ref. Co. v. Cimiotti Unhairing Co., C. C. A., 118 Fed. 838: 935.
Am. & G. M. & I. Corp. v. Marquam, 62 Fed. 960: 705.
Am. Graphophone Co. v. Leeds & Catlin Co., 131 Fed. 281: 534.
v. Leeds & Catlin Co., 140 Fed. 981: 1073.
v. Leeds & Catlin Co., 174 Fed. 158: 2095, 2107.
v. Nat. Phonograph Co., 127 Fed. 349: 351, 525, 527, 558.
v. Victor Talking Mach. Co., C. C. A., 188 Fed. 428: 84.
v. Victor Talking Mach. Co., 188 Fed. 431: 84.
Am. Guarantee & Security Co. *Re*, of California, 192 Fed. 405: 2074, 2075.
Am. Guild v. Damon, 186 N. Y. 360: 702.
Am. Ice Co. v. Pocono Spring Water Ice Co., 165 Fed. 714: 324.
Am. Insurance Co. v. Canter, 1 Peters, 511, 7 L. ed. 242: 0003.
v. 356 Bales of Cotton, 1 Peters, 511, 7 L. ed. 243: 1932.
Am. Law Book Co. v. Edward Thompson Co., Bishoff, J., N. Y. Special Term, 1907: 891.
Am. Lead Pencil Co. v. Schneegass, 178 Fed. 735: 901.

[References are to pages.]

Am. Lighting Co. v. Public Service Corporation, 134 Fed. 129: 1373.
Am. Lithographic Co. v. Werckmeister, C. C. A., Nov. 16, 1908, — Fed. —: 1128.
v. Werckmeister, 221 U. S. 603, 55 L. ed. 873: 1102.
Am. L. & Tr. Co. v. Central Vt. R. Co., 84 Fed. 917: 1013.
v. Clark (C. C. A.), 83 Fed. 230: 2451.
v. East & West R. Co., 40 Fed. 182: 816.
v. East & West R. Co., 46 Fed. 101: 959.
v. Grand Rivers Co., 159 Fed. 775: 1580.
v. South Atl. & O. R. Co., 81 Fed. 62: 962, 968, 1031.
v. Union Depot Co., 80 Fed. 36: 1266, 1268.
Am. Mfg. Co. v. Bigelow, C. C. A., 188 Fed. 34: 2556.
Am. M. Purifier Co. v. Vail, 15 Blatchf. 315: 875.
Am. Nat. Bank v. Nat. Benefit & Casualty Co., 70 Fed. 420: 1789, 1807, 1808, 1819.
v. Northwestern M. I. Co., 89 Fed. 610: 940.
v. Tappan, 174 Fed. 431: 82.
v. Watkins, C. C. A., 119 Fed. 545: 1564, 1567.
Am. Nic. P. Co. v. Elizabeth, 4 Fish. 189: 875.
Am. Ordinance Co. v. Driggs-Seebury Co., 87 Fed. 947: 879.
Am. Paper P. & B. Co. v. Nat. F. B. & P. Co., C. C. A., 51 Fed. 259: 877
Am. R. Co. v. Castro, 204 U. S. 453, 51 L. ed. 564: 248, 2389.
Am. Roll Paper Co. v. Knopp, 44 Fed. 609, 612: 535.
Am. R. R. Co. of Porto Rico v. Birch, 224 U. S. 547, 56 L. ed. 879: 269.
v. Didricksen, 227 U. S. 145, 57 L. ed. —: 269.
Am. School Furniture Co. v. J. M. Sauder Co., 106 Fed. 731: 855.
Am. School of Magnetic Healing v. McAnnulty, 187 U. S. 94, 103, 47 L. ed. 90, 94: 381, 1178.
Am. S. Co. v. Hogg, 1 Holmes, 133: 674.
v. Hogg, 6 Fisher, 67: 674.
Am. Security Co. v. Dist. of Columbia, 224 U. S. 491, 56 L. ed. 856: 2362, 2387.
Am. Shipbuilding Co. v. Whitney, 190 Fed. 109: 858.
Am. S. L. B. Co. v. Empire S. N. Co., 50 Fed. 929: 527.
Am. Smelting & Refining Co. v. Godfrey, C. C. A., 158 Fed. 225, 14 Ann. Cas. 8: 36, 39, 495, 505.
Am. Soda Fountain Co. v. Sample, C. C. A. 136 Fed. 857: 2564.
Am. Solid Leather Button Co. v. Empire State Nail Co., 47 Fed. 741: 86.
Am. Specialty Co., *Re*, C. C. A., 191 Fed. 807: 2190.
Am. Spirits Mfg. Co. v. Easton, 120 Fed. 440: 332.
Am. Steel Barge Co. v. Chesapeake & O. Coal Agency Co., C. C. A., 116 Fed. 857: 1962.
Am. Steel & Wire Co. v. Mayer & Englund Co., 123 Fed. 204: 1166.
v. Wire Drawers & Die Makers' Unions, 90 Fed. 598, 605: 427 428, 430, 720.
v. Wire D. & D. M. Unions, 90 Fed. 608: 870, 871.
Am. Stoker Co. v. Underfeed Stoker Co., 182 Fed. 642: 198.
Am. Sugar Refining Co., *Re*, 178 Fed. 109, 111: 1102.
Am. Sugar Refining Co. v. Johnson, 60 Fed. 503: 140, 472, 1841, 2365.
v. New Orleans, 181 U. S. 277, 283, 45 L. ed. 859, 862: 2372, 2376, 2382, 2384, 2415, 2416, 2506, 2558.
v. U. S., 211 U. S. 155, 53 L. ed. 129: 2369, 2372.
Am. Sulphite Pulp Co. v. Bayless Pulp & Paper Co., 163 Fed. 843, 844: 633.
v. Crown-Columbia Pulp & Paper Co., 169 Fed. 140: 532, 533.
Am. Surety Co. v. Campbell & Zell Co., C. C. A., 138 Fed. 531: 1041.
Am. Tobacco Co. v. U. S., 32 Ct. Cl. 207: 2321.

[References are to pages.]

Am. Trust Co. v. Metropolitan S. S. Co., C. C. A., 190 Fed. 113: 988, 992.
v. Wallis, C. C. A., 126 Fed. 464: 2114.
Am. Tr. & Sav. Bank v. Zeigler Coal Co., C. C. A., 165 Fed. 34: 1546.
v. Zeigler Coal Co., 165 Fed. 512: 2563.
Am. U. Tel. Co. v. Union Pac. Ry. Co., 1 McCrary, 188: 911.
Am. Vacuum Cleaner Co., *Re*, 192 Fed. 939: 2204.
Am. Waterworks & Guarantee Co. v. Home Water Co., 115 Fed. 171: 69, 203, 205.
Am. Window Glass Co. v. Noe, C. C. A., 158 Fed. 777: 1545.
Am. Woodenware Co. v. Stem, 63 Fed. 676: 604.
Am. Wood Paper Co. v. Heft, 8 Wall. 333, 19 L. ed. 379: 2515, 2518.
Am. Z. Co. v. Celluloid Mfg. Co., 32 Fed. 809: 1165, 1166.
Ames v. Bell, 5 Cal. App. 1, 89 Pac. 619: 793.
v. Birkenhead Docks, 20 Beav. 332: 1023.
v. Chicago, S. F. & C. Ry. Co., 39 Fed. 881: 1791, 1804.
v. Colorado Cent. R. Co., Fed. Cas. No. 325 (4 Dill. 260): 1768.
v. Holderbaum, 42 Fed. 341: 194, 593.
v. Kansas, 111 U. S. 449, 4 Sup. Ct. 437, 28 L. ed. 482: 59, 68, 354, 1526, 1770.
v. Moir, 138 U. S. 306, 34 L. ed. 951: 2253.
v. Quimby, 106 U. S. 342, 27 L. ed. 100: 2553, 2574.
v. Union Pac. Ry. Co., 60 Fed. 674: 994.
v. Union Pac. Ry. Co., 60 Fed. 966: 954, 1008.
Ames Realty Co. v. Big Indian Min. Co., 146 Fed. 166: 345, 695.
Amis v. Smith, 16 Pet. 303, 10 L. ed. 973: 2423.
Ammon-Stivers Min. Co. v. Great Northern Mining & Development Co., 119 Fed. 377: 1005.
Amoratis, *Re*, C. C. A., 178 Fed. 919: 2212.
Amory v. Amory, 91 U. S. 356, 23 L. ed. 436: 2508, 2519, 2561.
v. Amory, 95 U. S. 186, 24 L. ed. 428: 132, 471, 1838, 1882.
v. Brodrick, Jacob, 530: 1185.
v. Lawrence, 3 Cliff. 523: 512.
Amoskeag Mfg. Co. v. U. S., 6 Ct. Cl. 99: 2311.
Amsden v. Norwich Union Fire Ins. Soc., 44 Fed. 515: 138, 139, 1815, 1895.
v. Traders' Ins. Co. of Chicago, 44 Fed. 515: 139.
Amsinck v. Barklay, 8 Ves. 594, 597: 1050.
Amy v. Galena, 7 Fed. 163: 1463.
v. Manning, 38 Fed. 536: 1859, 1865, 1866.
v. Manning, 38 Fed. 868: 1859, 1865, 1866, 1867.
v. Manning, 144 Mass. 153, 10 N. E. 737: 1764, 1824.
v. Shelby County, 1 Flip. 104: 1308.
v. Watertown, 130 U. S. 301, 304, 313, 9 Sup. Ct. 530, 32 L. ed. 946, 947: 580, 1421, 1425, 1440, 1441, 1605.
Anaces, The, 93 Fed. 240: 1946.
Anchoria, The, 9 Fed. 840: 1946.
Anchoria, The, 113 Fed. 982: 1939.
Anders, Push Button Telephone Co., *Re*, 136 Fed. 995: 2155, 2267, 2270.
Anderson, *Ex parte*, 184 Fed. 114: 1479.
Anderson, *Re*, 23 Fed. 482: 2458.
Anderson, *Re*, 94 Fed. 487: 210, 1261, 1386.
Anderson, *Re*, 103 Fed. 854, 4 Am. B. R. 640: 2117.
Anderson, *Re*, 110 Fed. 141: 2222.
Anderson, *Re*, 134 Fed. 319: 2236.
Anderson v. Appleton, 32 Fed. 855: 1784, 1798, 1806, 1880, 1895, 1911, 1915, 1917.
Anderson et al v. Bassman et al., 140 Fed. 10: 445.
Anderson v. Bowers, 40 Fed. 708: 98, 101, 102, 1804.
v. Bowers, 43 Fed. 321: 1861, 1866.
v. Elliott, C. C. A., 101 Fed. 609: 176.
v. Indianapolis Drop Forging Co., 34 Ind. App. 100, 72 N. E. 277: 916.

[References are to pages.]

Anderson v. Lewis, 3 Brown Ch. C. 429: 588, 589.
v. MacKay, 46 Fed. 105: 1162.
v. Manufacturers' Bank (New York), 14 Abb. Prac. 436: 1812.
v. Messenger, C. C. A., 158 Fed. 250: 1556.
v. Miller, 129 U. S. 70, 32 L. ed. 635: 672.
v. Moe, 1 Abb. (U. S.), 299: 1321, 1322.
v. Moyer, 139 Fed. 499: 2382.
v. Orient Fire Ins. Co. (Iowa), 88 Iowa, 579, 55 N. W. 348: 1004.
v. Santa Anna, 116 U. S. 356, 29 L. ed. 633: 1574.
v. Shaffer, 10 Fed. 266: 1531.
v. Sharp, 189 Fed. 247: 1767.
v. Spence, 72 Ind. 315, 37 Am. Rep. 162: 1655.
v. State, 104 Ind. 467, 4 N. E. 63, 5 N. E. 711: 1661.
v. Treat, 172 U. S. 24, 43 L. ed. 351: 1509, 1512, 1732.
v. United Realty Co., 222 U. S. 164, 56 L. ed. 144: 1884, 1901.
v. U. S., 171 U. S. 604, 43 L. ed. 300: 460.
v. Watt, 138 U. S. 694, 34 L. ed. 1078: 98, 99, 611.
Connell, 171 Fed. 475:
Anderson Land & Stock Co. v. Mc- 1397.
Andes v. Ely, 158 U. S. 312, 39 L. ed. 996: 202.
v. Slauson, 130 U. S. 435, 32 L. ed. 989: 1560.
Andreae v. Redfield, 98 U. S. 225, 25 L. ed. 158: 646.
v. Redfield, 12 Blatchf. 407, Fed. Cas. No. 367: 912, 1351, 1352.
Andre, *Re*, C. C. A., 135 Fed. 736: 2112.
Andrews, *Re*, 130 Fed. 383: 2137.
Andrews v. Cole, 20 Fed. 410: 620, 1297.
Andrews v. Conolly, 145 Fed. 43: 553.
v. Essex F. & M. Ins. Co., 3 Mason, 6, 1 Fed. Cas. No. 374: 1938.
v. Ill. Nat. Foundry & P. Works (C. C. A.), 36 L.R.A. 139, 76 Fed. 166: 2446.
Andrews v. Ill. Nat. Foundry & P. Works (C. C. A.), 36 L.R.A. 153, 77 Fed. 774: 2446.
v. Lee, 1 Dev. & B. Eq. (N. C. 318: 621.
v. Mather, 134 Ala. 358: 2172.
v. Nat. F. & P. Wks. 61 Fed. 782, 790: 920.
v. Nat. F. & P. Wks. (C. C. A.), 73 Fed. 516: 2429.
v. Nat. F. & P. Wks. C. C. A. 36 L.R.A. 153, 77 Fed. 774: 1240, 2379.
v. Nat. F. & P. Wks. 24 U. S. App. 81: 920.
v. Nat. F. & P. Wks., 10 C. C. A., 60, 68: 920.
v. Partridge, 228 U. S. 479: 2161.
v. Smith, 5 Fed. 833: 156.
v. Spear, 4 Dill. 472: 1544.
v. Thum (C. C. A.), 64 Fed. 149: 2446.
v. Thum, (C. C. A.), 67 Fed. 91: 2446.
Andrews Bros. Co. v. Youngstown Coke Co., C. C. A., 86 Fed. 585: 141.
Andrews & Simonds, *Re*, 193 Fed. 776: 2218, 2219, 2220.
Andrus v. Berkshire Power Co. 107 Fed. 1016: 1282.
v. Berkshire Power Co., 169 Fed. 732: 1282.
Angel, *Re*, 131 Mich. 345, 91 N. W. 611: 1037.
Angel v. Smith, 9 Ves. 335, 336: 998, 1001, 1385.
Angell v. Angell, 1 Sim. & S. 83: 1113.
v. Draper, 1 Vern. 399: 324.
v. Hadden, 16 Ves. 202: 566.
v. Westcombe, 6 Sim. 30: 1117.
Angerstein v. Clarke, 1 Ves. Jr. 250: 574, 728.
Angier v. May, 3 W. R. 330: 918.
Anglo-Am. Land, M. & A. Co. v. Lombard, C. C. A., 132 Fed. 721, 735: 342, 1564, 2548.
Anglo-Am. Provision Co. v. Davis Provision Co., 112 Fed. 574: 322.
v. Davis Provision Co., 191 U. S. 376, 48 L. ed. 228: 2371.
v. Evans, 34 Neb. 44, 51 N. W. 310: 1824, 1890.

[References are to pages.]

Anglo-Californian Bank v. U. S., 175 U. S. 37, 44 L. ed. 64: 2377.
Anglo-Florida Phosphate Co. v. McKibben, C. C. A., 65 Fed. 529, 530, 531: 148, 465.
Anheuser-Busch B. Co. Ass'n v. Bond, 66 Fed. 653: 1059.
Ankeny, *Re*, 100 Fed. 614: 2195, 2196.
Animarium Co. v. Bright, 82 Fed. 197: 170, 1357.
Ankeny v. Clark, 148 U. S. 345: 1574.
v. Hannon, 147 U. S. 118, 37 L. ed. 105: 1573.
Anna, The, 47 Fed. 525, 528: 1993, 1997.
Anna, The, Blatchf. Prize Cases, 337: 1301.
Anna Maria, The, 2 Wheat. 327, 4 L. ed. 252: 2012.
Ann Caroline, The, 2 Wall. 538, 17 Fed. 833: 1958.
Anne, The, 3 Wheat. 435, 4 L. ed. 428: 2538.
Annex, The, 38 Fed. 669: 1971.
Annex, The, 38 Fed. 669, 1971.
Annie Faxon, The, 66 Fed. 575, 580: 1990, 1995.
Annie Faxon, The, C. C. A., 75 Fed. 312, 320: 1993, 1995.
Annie Faxon, The, C. C. A., 87 Fed. 961: 2363, 2365.
Annie M. Smull, The, 2 Sawyer 226, Fed. Cas. No. 423: 247.
Anoka Water Works, Electric Light & Power Co. v. City of Anoka, 109 Fed. 580: 69.
Anon., 1 Atk. 18: 1262.
Anon., 1 Atk. 521: 1046.
Anon., 1 Atk. 578: 940, 1018.
Anon., 2 Atk. 14: 1283.
Anon., 3 Atk. 219: 1372.
Anon., 3 Atk. 567: 1365.
Anon., 3 Atk. 809: 656.
Anon., 1 Barb. Ch. (N. Y.) 73: 1196.
Anon., 5 Blatchf. 134: 1321.
Anon., 1 Ch. Cas. 269: 428, 494.
Anon., 2 Ch. Cas. 161: 1181.
Anon., 2 Eq. Cas. Abr. 166, pl. 6: 453.
Anon., 2 Gall. 101: 1313.
Anon., Hempst. 450: 1319.
Anon., 4 Hill (N. Y.), 597: 1083.
Anon., 1 J. R. (N. Y.) 113: 800.
Anon., 2 J. & W. 553: 684.
Anon., 6 Madd. 10: 863.
Anon., 12 Mod. 522: 415.
Anon., 9 N. J. L. J. 166: 605.
Anon., 4 Ohio Dec. (Reprint) 234, 1 Clev. L. Rep. 148: 790.
Anon., 2 P. Wms. 68: 1207.
Anon., 2 P.Wms. 283: 1406, 1411.
Anon., 1 Vern. 117: 404.
Anon., 1 Vern. 351: 567, 736.
Anon., 1 Ves. Jr. 409: 357.
Anon., 1 Ves. Sr. 93: 864.
Anon., 2 Ves. Sen. 520: 904.
Anon., 6 Ves. 287: 1001.
Anon., 9 Ves. 512: 459.
Anon. v. Bridgewater C. Co., 9 Sim. 378: 903.
Anshutz v. Hoerr, 1 Fed. 592: 2068.
Ansley v. Ainsworth, 180 U. S. 253, 260, 45 L. ed. 517, 529: 2393, 2413.
Ansley Bros., *Re*, 153 Fed. 983: 2223, 2224.
Anson v. Blue Ridge R. Co., 23 How. 1, 16 L. ed. 517: 2510.
Anson Mercantile Co., *Re*, 185 Fed. 993: 2146.
Antelope, The, 10 Wheat. 66, 6 L. ed. 268: 2540.
Antelope, The, 12 Wheaton, 546, 6 L. ed. 723: 1279, 1948.
Antelope Co. v. Chicago, B. & Q. R. Co., 16 Fed. 295: 139, 140.
Anthony v. Burrow, 129 Fed. 783: 75, 395.
v. Campbell, C. C. A., 112 Fed. 212: 446, 724.
v. Louisville & N. R. Co., 132 U. S. 172, 33 L. ed. 301: 1597, 1598.
Anthracite Mesa Coal Min. Co. v. U. S., 38 Ct. Cl. 56, 63: 370.
Antisdel v. Chicago H. C. Co., 89 Fed. 308, 311: 919.
Antoni v. Greenhow, 107 U. S. 769, 782–784, 27 L. ed. 468, 474, 475: 896.
A. O. Brown & Co., *Re*, 171 Fed. 254: 2108.
Apgar v. U. S., C. C. A., 78 Fed. 332: 314.
Appel, 103 Fed. 931: 2076, 2087.
Appel, *Re*, 163 Fed. 1002: 2025.
Appert v. Brownsville Plate Glass Co., 144 Fed. 115: 538.
Appleby v. City of Buffalo, 221 U. S. 524, 55 L. ed. 838: 2403.
v. Cluss, 160 Fed. 984: 381.
Appleton v. Am. Malting Co., 65 N. J. Eq. 375: 516.
v. Ecaubert, 45 Fed. 281: 1134.

[References are to pages.]

Appleton Water Works Co. v. Central Trust Co., C. C. A., 93 Fed. 286: 164.
Apthorp v. Comstock, 2 Paige (N. Y.) 482: 1204, 1206.
Aran v. Zurrinach, 222 U. S. 395, 56 L. ed. 246: 2389.
Arapahoe County v. Kansas Pac. Ry. Co., Fed. Cas. No. 502 (4 Dill. 277): 1782, 1787.
A. R. Barnes & Co. v. Berry, 156 Fed. 72: 99, 141, 427, 872.
Arbuckle v. Blackburn, 65 L.R.A. 864, 113 Fed. 616, 51 C. C. A. 122: 73, 396.
v. Blackburn, 191 U. S. 405, 48 L. ed. 239: 2415.
Arey v. De Lorica, C. C. A., 55 Fed. 323: 2553.
Archambeau v. Platt, 173 Mass. 249: 1040.
Archer v. Hartford F. Ins. Co., 31 Fed. 660: 1300, 1322.
v. Preston, 1 Eq. Cas. Ab. 133, pl. 3: 316.
Archbishop of York v. Stapleton, 2 Atk. 136: 728.
Arctic Ice Mach. Co. v. Armstrong County Tr. Co., C. C. A., 192 Fed. 114: 2288.
Arden, *Re*, 188 Fed. 475: 2097.
Arents v. Blackwell's D. T. Co., 107 Fed. 338, 943.
Arglasse v. Muschamp, 1 Vern. 75: 208, 316.
v. Muschamp, 1 Vern. 135: 316.
Argo, The, 2 Gall. 314: 1141.
Argo, The, 2 Wheat. 287, 4 L. ed. 241: 1138.
Argonaut Min. Co. v. Kennedy Mining & Milling Co., 84 Fed. 1: 87.
Argonaut Shoe Co., *Re*, C. C. A., 187 Fed. 784: 2229.
Arkansas v. Choctaw & M. R. Co., 134 Fed. 106: 60, 1917.
v. Kansas & T. Coal Co., 96 Fed. 353: 76.
v. Kansas & Texas Coal Co., 183 U. S. 185, 46 L. ed. 144: 60, 76, 1758.
v. Schlierholz, 179 U. S. 598, 45 L. ed. 335: 2367, 2369.
Arkansas Fertilizer Co. v. U. S., (Comm. Ct.) 193 Fed. 667: 302, 550, 551, 645.
Arkansas V. Sm. Co. v. Cowenhoven, 41 Fed. 450: 1759, 1787, 1811.
Arkansas Val. L. & C. Co. v. Mann, 130 U. S. 69, 32 L. ed. 854: 2543.
Arkell, Ex parte, 15 Blatchf. 437: 537.
Arkwright Mills v. Aultman & Taylor Machinery Co., 128 Fed. 195: 1429.
Arlington Heights Fruit Co. v. Southern Pac. Co., 175 Fed. 141: 911.
Armat Moving Picture Co. v. Edison Manufacturing Co., 121 Fed. 559: 875, 1196.
v. Edison Mfg. Co., C. C. A., 125 Fed. 939: 930.
Armijo v. Armijo, 181 U. S. 558, 45 L. ed. 1000: 2360.
Armour & Co. v. Kollmeyer, C. C. A., 161 Fed. 78: 1550.
v. Renaker, 191 Fed. 48: 320, 335.
Armstrong v. Armstrong, L. R. 12 Eq. 614: 981.
v. Belding Bros. & Co., 181 Fed. 173: 1372.
v. Brown, 1 Wash. 43: 1154.
v. Ettlesohn, 36 Fed. 209: 24, 93.
v. Fernandez, 208 U. S. 324, 52 L. ed. 514: 2083, 2084, 2085.
v. Kansas City Southern Ry. Co., 192 Fed. 608: 1785, 1791, 1916, 1918.
v. Lear, 8 Pet. 52, 8 L. ed. 863: 446.
v. The Rydesdale, 1 Fed. Cas. No. 547: 1943.
v. Storer, 9 Beav. 277: 1166.
v. Trautman, 36 Fed. 275: 93.
v. Treas. of Athens County, 16 Pet. 281, 10 L. ed. 965: 2403.
v. U. S., 6 Ct. Cl. 226: 2324, 2348.
v. U. S., 13 aWll. 154, 20 L. ed. 614: 2324.
Armstrong Cork Co. v. Merchants' Refrigerating Co., 171 Fed. 778: 571.
v. Merchants' Refrigerating Co., C. C. A., 184 Fed. 199: 339, 341, 646, 647, 648, 719, 1575.
Armstrong's Foundry v. U. S., 6 Wall. 766, 18 L. ed. 882: 2356.
Arndt v. Griggs, 134 U. S. 316, 33 L. ed. 918: 594.

[References are to pages.]

Arnett, *Re*, 112 Fed. 770: 2148, 2158.
Arnold, *Re*, 94 Fed. 1001: 2223.
Arnold v. Chesebrough, 35 Fed. 16: 1136.
v. Kearney, 29 Fed. 820: 1905.
v. Kempstead, 1 Amb. 466: 322.
v. Maynard, 2 Story. 349: 2066.
v. Nye, 11 Mich. 456: 1082.
v. Woolsey (C. C. A.), 54 Fed. 268: 2517.
Arnold & Co., *Re*, 133 Fed. 789: 2205.
Arnoux v. Steinbrenner, 1 Paige (N. Y.), 82: 997, 1166.
Arnstein, *Re*, 101 Fed. 706: 2204.
Aroma Tp. v. Auditor of Public Accounts, 2 Fed. 33: 112.
Arrington Co., *Re* 113 Fed. 498: 2232.
Arrott v. Standard Mfg. Co., 113 Fed. 1014: 525, 527.
Arrowsmith v. Gleason, 129 U. S. 86, 101, 32 L. ed. 630, 635: 149, 158, 1419, 1778.
v. Nashville & D. R. Co., 57 Fed. 165: 1783, 1792.
Artacho v. Provincial Board of Pangasinan, 4 Phil. Rep. 670: 273.
Arthur v. Oakes, C. C. A., 25 L.R.A. 414, 4 Inters. Com. Rep. 744, 9 Am. Crim. Rep. 169, 63 Fed. 310: 506, 871, 872, 999.
v. The Schooner Cassius, 2 Story (U. S.) 81, Fed. Cas. No. 564: 1972.
A. Santaella & Co. v. Otto F. Lange Co. (C. C. A.), 155 Fed. 719: 2477, 2529.
Asbee v. Shipley, M. & G. 296: 778.
Asbestos Shingle, S. & S. Co. v. H. W. Johns-Manville Co., 189 Fed. 611, 613: 690, 897, 1356.
Ashburnham v. Thompson, 13 Ves. 402: 1282.
Ashe v. Union Cent. Life Ins. Co 115 Fed. 234: 1763, 1853.
Ashland Steel Co. Re, C. C. A., 168 Fed. 679: 2212.
Ashley v. City of Little Rock, 56 Ark. 391: 501.
v. Supervisors of Presque Isle County, C. C. A., 60 Fed. 55: 1173.
Asiatic Prince, The C. C. A., 108 Fed. 287, 289: 1089.
Askew v. Poulterers' Co., 2 Ves. Sen. 89: 928.
v. Townsend, 2 Dick. 471: 743.
Aspen Min. & Smelting Co. v. Billings, 150 U. S. 31, 36, 38, 37 L. ed. 986, 988, 989: 1395, 2506.
v. Rucker, 28 Fed. 220: 344.
Aspinwall's Estate, *Re*, 83 Fed. 851: 1771.
Assets Realization Co. v. Wellington, C. C. A., 194 Fed. 87: 1552.
Aston v. Heron, 2 Myl. & K. 390: 1010.
Astruc v. Star Co., 182 Fed. 705: 1550.
Atalanta, The, 3 Wheat, 409, 4 L. ed. 422: 2536, 2537.
Atcheson v. The Endless Chain Dredge, 40 Fed. 253: 258.
Atchison, T. & S. F. R. Co. v. Davis, 70 Kan. 578, 79 Pac. 130: 790.
v. Frederickson, C. C. A., 177 Fed. 206: 470.
v. Gee, 140 Fed. 153: 870.
v. Gilliland, C. C. A. 193 Fed. 608, 113 C. C. A., 476: 195, 718, 2542.
v. Interstate Commerce Commission, 182 Fed. 189: 911.
v. Love, 174 Fed. 59: 398.
v. Myers, C. C. A., 63 Fed. 793: 1595, 1596.
v. Osborn, C. C. A., 148 Fed. 606: 964, 973.
v. Phillips, C. C. A., 176 Fed. 663: 109, 114.
v. Sullivan, C. C. A., 173 Fed. 456: 326.
v. U. S., 15 Ct. Cl. 1: 2331.
Atherton v. Atherton, 181 U. S. 155, 45 L. ed. 794: 654.
v. Fowler, 91 U. S. 143, 147, 23 L. ed. 265, 266: 2401.
Atherton Mach. Co. v. Atwood-Morrison Co. 99 Fed. 113, 43 C. C. A. 72: 84.
v. Atwood-Morrison Co., C. C. A., 102 Fed. 949: 84.
Atkins v. Dick, 14 Pet. 114, 10 L. ed. 378: 440.
v. Petersburg R. Co., 3 Hughes, 307: 968, 969.
v. Wabash, St. L. & P. Ry. Co., 29 Fed. 161: 180, 944, 947, 949, 952, 953, 1023, 1024, 1036, 1037, 1038.

[References are to pages.]

Atkins v. W. & A. Fletcher Co., 65 N. J. Eq. 658, 55 Atl. 1074: 870.
v. Wilcox, C. C. A. 53 L.R.A. 118, 105 Fed. 595, 598: 2204, 2205.
Atkinson v. Glann, 4 Cranch, C. C. 134: 1142, 1156.
v. Hanway, 1 Cox Eq. 360: 728.
Atkyn v. Wabash Ry. Co., 41 Fed. 193, N. D. Ohio: 837, 1012, 1014, 1204.
Atlanta, K. & N. Ry. Co. v. Southern Ry. Co., 131 Fed. 657: 1819.
v. Southern Ry. Co., C. C. A., 153 Fed. 122: 1917.
Atlantic, The, 53 Fed. 607: 1934.
Atlantic, The, Abb. Adm. 451: 1073, 1074.
Atlantic Coast Line R. Co. v. Bailey, 151 Fed. 891: 1786, 1857, 1917.
v. Connor, C. C. A., 194 Fed. 409: 1556.
v. Daniels, 175 Fed. 302: 1887.
v. Dunning, C. C. A., 166 Fed. 850: 135.
v. Farmer, C. C. A., 176 Fed. 692: 1569.
v. Interstate Commerce Commission, 194 Fed. 449: 298, 392, 413, 550, 551.
v. Macon Grocery Co., C. C. A., 166 Fed. 206: 58, 190, 191.
v. Riverside Mills, 219 U. S. 186, 208, 31 Sup. Ct. 164, 55 L. ed. 167, 31 L.R.A. (N.S.) 7: 1295.
v. Whilden, C. C. A., 195 Fed. 263: 2542, 2550.
Atlantic Constr. Co.'s Case, 35 Ct. Cl. 30: 2341.
Atlantic & F. R. Co. v. Western Ry. Co., C. C. A., 50 Fed. 790: 346.
Atlantic G. P. Co. v. Dittman P. Mfg. Co., 9 Fed. 316: 1364, 1373.
Atlantic Lumber Co. v. L. Bucki & Son L. Co. (C. C. A.), 92 Fed. 864: 1537, 2423.
Atlantic & Pac. Tel. Co. v. Union Pac. Ry. Co., 1 Fed. 745: 910.
v. Union Pac. Ry. Co., 1 McCrary, 541: 911.
Atlantic Terra Cotta Co. v. Masons' Supply Co., C. C. A., 180 Fed. 332: 1555.
Atlantic Trust Co. v. Chapman, 208 U. S. 360, 52 L. ed. 528: 1042.
v. Dana, C. C. A., 128 Fed. 209: 841, 961, 963, 964, 972, 973.
v. Osgood, 155 Fed. 700: 1563.
Atlantic & V. Fertilizing Co. v. Carter, 88 Fed. 707: 1788.
Atlantic Works v. Brady, 107 U. S. 192, 27 L. ed. 438: 674.
Atlas Ry. Supply Co. v. Lake & River Ry. Co., 134 Fed. 503: 652, 1578.
Atterbury v. Gill, 13 Off. Gaz. 276: 740, 756.
Attleborough Nat. Bank v. N. W. Mfg. & C. Co., 28 Fed. 113: 153, 2364.
Atocha v. U. S., 6 Ct. Cl. 69: 2328.
Attorney-General v. American Express Co. (Michigan), 77 N. W. 317: 59.
v. Am. Tobacco Co., 55 N. J. Eq. 352, 356, 3 Atl. 971, 977: 464.
v. Bank of Columbia, 1 Paige (N.Y.), 511: 1023, 1024.
v. B. & O. J. Ry. Co., 15 Jur. 1024: 848.
v. Brewers' Co., 1 P. Wms. 376: 1283.
v. Brooke, 18 Ves. 319, 325: 1396.
v. Burch, 4 Madd. 178: 1118.
v. Butler, 123 Mass. 306: 464.
v. Central R. R., 50 N. J. Eq. 52, 24 Atl. 964, 17 L.R.A. 97: 464.
v. City of London, 1 Ves. Jr. 243: 1330.
v. City of London, 3 Bro. C. C. 171: 1330.
v. Clapham, 4 De G. M. & G. 591, 607: 1270.
v. Corporation of Poole, 4 M. & Cr. 17, 31: 497.
v. Day, 2 Madd. 246, 254: 1022.
v. Day, 1 Vesey, 218: 1390.
v. Delaware & B. B. R. Co., 27 N. J. Eq. 1: 460, 463.
v. Delaware & B. B. R. Co., 27 N. J. Eq. 631: 460, 463.
v. Foster, 2 Hare, 81: 772, 778.
v. Gaskill, 20 Ch. D. 519, 528: 1124.
v. Gee, 2 V. & B. 208: 1022.
v. Goddard, 1 T. & R. 348, 350: 453.

[References are to pages.]

Attorney-General v. Great N. Ry. Co., 1 Dr. & Sm. 154, 159, 160: 847, 848.
v. Greenhill, 34 Beav. 174: 1393.
v. Guardian M. L. Ins. Co., 77 N. Y. 272, 275: 997.
v. Hamilton, 1 Madd. 214: 1265.
v. Hare, 50 Mich. 447: 463.
v. Hewit, in Chanc., July, 1801: 784.
v. Jackson, 11 Ves. 365, 367, 369: 429, 456.
v. Jamaica P. Aq. Co., 133 Mass. 361: 463.
v. Jeanes, 1 Atk. 355: 561.
v. Johnson, 2 J. Wil. 87: 866.
v. London, 12 Beav. 8: 1123.
v. Marsh, 16 Sim. 572: 921.
v. Mayor of Galway, 1 Molloy, 95: 1018.
v. M. & L. Ry. Co., 1 (Eng.) Ry. Cas. 436: 924.
v. Montgomery, 2 Atk. 378: 1208.
v. N. A. L. I. Co., 89 N. Y. 94, 107: 1031.
v. Newcombe, 14 Ves. 1, 6: 724.
v. Nichol, 16 Ves. 338, 343: 865.
v. North Am. L. I. Co., 89 N. Y. 94, 107, 108: 1004.
v. Pearson, 7 Simons, 290, 302, 303: 611, 1660.
v. Railroad Cos., 35 Wis. 425: 847.
v. Richards, 2 Aust. 603: 866.
v. Shelly, 1 Salk. 162: 429.
v. Tiler, 1 Dick. 378: 359.
v. Utica Ins. Co., 2 Johns. Ch. (N. Y.) 371: 847.
v. Vernon, 1 Vernon, 277, 282: 1528.
v. Vigor, 11 Ves. 563: 978, 979.
v. Worcester Corp. 1 C. P. Cooper, 18: 682.
v. Wright, 3 Beav. 447: 802.
v. Wyburgh, 2 Eq. Cas. Abr. 167: 429.
v. Wyburgh, 1 P. Wms. 599: 429.
v. Wynne, Mos. 126: 415.
Atwell, *Re*, 140 Fed. 368: 1358, 1700.
Atwell v. U. S., C. C. A., 17 L.R.A. (N.S.) 1049, 162 Fed. 97, 99: 1698, 1700, 1710.
Atwell v. Ferrett, 2 Blatchf. 39 44: 513, 514, 546, 557, 626, 1122, 1123, 1183.
Atwood v. Hawkins, Rep. temp. Finch, 113: 415.
v. Jaques, 63 Fed. 561: 1325, 1326, 1327.
Auburn Sav. Bank v. Hayes, 61 Fed. 911: 93.
Audubon v. Shufeldt, 181 U. S. 575, 45 L. ed. 1009: 2257, 2295, 2392.
Auer v. Lombard, 72 Fed. 209, 19 C. C. A. 72, 33 U. S. App. 438: 46.
August v. Fourth Nat. Bank, 9 N. Y. Supp. 270: 810.
Augusta Tr. Co. v. Federal Tr. Co., C. C. A., 153 Fed. 157: 1290.
August Belmont, The, 153 Fed. 639: 1940, 1944, 1961.
August Busch & Co. v. Webb, 122 Fed. 655, 662: 66, 858.
Aultman v. Steinman, 8 Neb. 109: 608.
Auracher v. Omaha & St. L. R. Co., 102 Fed. 1: 1780.
Aurora Shipping Co. v. Boyce, C. C. A., 191 Fed. 960: 1943.
Aurrecoechea v. Bangs, 110 U. S. 217, 28 L. ed. 125: 2525.
Austin v. Austin, 11 Jur. (N. S.) 536: 1270.
Austin v. Chambers, 6 Cl. & Fin. 38: 484.
v. Gagan, 39 Fed. 626, 5 L.R.A. 476: 57, 1817, 1818, 1850, 1852, 1856.
v. Rapelye, 45 St. Rep. 480: 696.
v. Riley, 55 Fed. 833: 619, 621, 1392.
Australian Knitting Co. v. Gormly, 138 Fed. 92: 659, 680.
Auten v. U. S. Nat. Bank, 174 U. S. 125, 141, 43 L. ed. 920, 926: 91, 93, 2375.
Automatic Switch Co. v. Cutler-Hammer Mfg. Co., C. C. A., 147 Fed. 250: 764.
Avakian, *Ex parte*, 188 Fed. 688: 1499.
Avent v. Deep River Lumber Co. 174 Fed. 298: 1815, 1817, 1889.
Avery, The, 2 Gall. 308: 1319.
Avery v. Boston Safe Deposit & Trust Co., 72 Fed. 700: 166, 362

[References are to pages.]

Avery v. N. Y. C. & H. R. R. R. Co., 6 N. Y. Supp. 547, 24 St. Rep. 918 affirmed 117 N. Y. 660: 711.
v. Popper, 179 U. S. 305, 45 L. ed. 203: 2394.
A. & W. Sprague Mfg. Co. v. Hoyt, 29 Fed. 421: 346.
Axline v. Toledo, W. Va. & O. R. Co., 138 Fed. 169: 1782, 1787.
Ayers, *Re*, 123 U. S. 443, 492, 29 L. ed. 185, 191, 31 L. ed. 216: 390, 393, 896, 1478, 1480.
Ayers v. City of Chicago, 101 U. S. 184, 25 L. ed. 838: 101.
v. Watson, 137 U. S. 584, 34 L. ed. 803: 2424.
v. U. S., 5 Ct. Cl. 712: 2348, 2349.
Aylesworth v. Gratiot County, 43 Fed. 350, 352: 1455.
Ayliffe v. Murray, 2 Atk. 58, 60: 1084.
Aylwus v. Bray, 2 Y. & Jer. 518: 458.
Ayres v. Carver, 17 How. 591, 594, 595, 15 L. ed. 179: 427, 428, 429, 690, 695, 706, 2432.
v. Polsdorfer (C. C. A.), 105 Fed. 737: 2448, 2450, 2508.
v. Polsdorfer, 187 U. S. 585, 595, 47 L. ed. 314, 317: 2372, 2376, 2384, 2415.
v. Watson, 113 U. S. 594, 598, 5 Sup. Ct. 641, 28 L. ed. 1093, 1094: 1847, 1911.
v. Wiswall, 112 U. S. 187, 193, 28 L. ed. 693, 695: 407, 1790, 1792, 1892, 1930, 1931.
Azytee Mining Co. v. Ripley, 151 U. S. 79: 2392.

B.

Babbitt v. Burgess, 2 Dillon, 69, Fed. Cas. No. 693: 182.
v. Dutcher, 216 U. S. 102, 54 L. ed. 402, Elkus, Petitioner, 216 U. S. 115, 54 L. ed. 407: 2036.
v. Finn, 101 U. S. 7, 25 L. ed. 820: 2492.
v. Read, 173 Fed. 712: 2164, 2209.
v. Shields, 101 U. S. 7, 25 L. ed. 820: 2493.
Bache, *Re*, 54 Fed. 371: 314.
Bache v. Hunt, 193 U. S. 523, 524, 48 L. ed. 774, 775: 836, 2361, 2363, 2364.
v. Hunt, Thompson, J. C. C., N. D. Ohio, W. Div. Dec. 4, 1901: 836.
Bachman v. Harrington, 184 N. Y. 458: 901.
Bachrack v. Norton, 132 U. S. 337, 33 L. ed. 377: 90.
Back v. Sierra N. C. M. Co., 46 Fed. 673: 26, 474.
Backus v. Brooks, 189 Fed. 922: 496.
P. S. H. Co. v. Simonds, 2 App. D. C. 290: 445.
Bacon, *Re*, C. C. A., 159 Fed. 424: 2292.
Bacon, *Re*, C. C. A., 193 Fed. 34: 2252, 2250.
Bacon, *Re*, 196 Fed. 986: 2114.
Bacon v. Bronson, 7 Johns. Ch. (N. Y.) 194, 11 Am. Dec. 449: 321.
v. Conroy, C. C. A., 172 Fed. 532: 1064.
v. Felt, 38 Fed. 870: 1898, 1797, 1899, 1901.
v. Griffith, 2 Dickens, 473: 616.
v. Harris, 62 Fed. 99: 324.
v. Hart, 1 Black, 38, 17 L. ed. 52: 2469.
v. Jones, 4 M. & C. 433, 438: 929, 902.
v. Magee, 7 Cowen (N. Y.) 515: 1081.
v. N. W. M. L. I. Co., 131 U. S. 258, 33 L. ed. 128: 1239, 1573.
v. Rives, 106 U. S. 99, 27 L. ed. 69: 1760, 434, 116, 115.
v. Roberts, C. C. A. 146 Fed. 729: 2293.
v. Robertson, 18 How. 480, 15 L. ed. 499: 133, 425.
v. Spottiswoode, 1 Beav. 382: 929.
v. Texas, 163 U. S. 207, 41 L. ed. 132: 2407, 2402.
Badger v. Ranlett, 106 U. S. 255, 27 L. ed. 194: 2549.
Baer v. Fidelity & D. Co., 130 Fed. 94: 926.
v. McCullough, 176 N. Y. 97, 103 Parker, C. J.: 1015, 1011.
Baer Bros. Mercantile Co. v. Denver & R. G. R. Co., 200 Fed. 614: 1436.
Baerncopf, *Re*, 117 Fed. 975: 2240.

[References are to pages.]

Baez, *Re*, 177 U. S. 378, 44 L. ed. 813: 1512.
Bagenas v. Southern Pac. Co., (N. D. Cal.) 180 Fed. 887: 124, 1841, 1785, 1822.
Baggs v. Martin, 179 U. S. 206, 45 L. ed. 155: 147, 996.
Bagley v. General Fire Extinguisher Co., 212 U. S. 477, 53 L. ed. 605: 2376, 2374.
v. Yates, 3 McLean, 465: 1361, 1354.
Baglin v. Cusenier Co. 156 Fed. 1019: 2496.
v. Title Guaranty & Surety Co., 166 Fed. 356: 718.
Bagnall v. Ableman, 4 Wis. 163: 1624, 1626, 1616, 1628, 1630.
Bagshaw v. Eastern U. Ry. Co., 2 Macn. & G. 389: 849.
Bailey, *Re*, 151 Fed. 953: 2196, 2158, 2032.
Bailey, *Re*, 176 Fed. 990: 2171, 2189.
Bailey, *Re*, Woolworth, 422: 1628.
Bailey v. Am. Cent. Ins. Co. 8 Fed. 686 (2 McCrary, 413): 1814.
v. Am. Cent. Ry. Co., 13 Fed. 250: 321.
v. Birkenhead, L. & C. J. Ry. Co., 12 Beav. 433, 443: 1175.
v. Cincinnati Leaf Tobacco Warehouse Co., 108 Fed. 693: 1823.
v. Fanning Orphan School (Ky.), 14 S. W. 908: 1255.
v. Glover, 21 Wall. 342, 22 L. ed. 636: 2166.
v. Lambert, 5 Hare, 178: 1167.
v. Mosher, 63 Fed. 488, 11 C. C. A. 304, 27 U. S. App. 339: 83, 198.
v. Mosher, 95 Fed. 223: 1822.
v. New York Sav. Bank, 2 Fed. 14, 18 Blatchf. 77: 120, 1794.
v. Sundberg, C. C. A., 49 Fed. 583: 1964.
v. Taylor, 1 R. & M. 73: 929, 928.
v. U. S., 15 Ct. Cl. 490: 2323.
v. U. S., 109 U. S. 432, 27 L. ed. 988: 2321.
v. Willeford, 126 Fed. 803: 149.
v. Willeford, C. C. A., 131 Fed. 242: 930.
Bailey v. Wright, 2 Bond, 181: 651.
Bailey W. M. Co. v. Young, 12 Blatchf. 199: 685, 686, 682, 731.
Bain, *Ex parte*, 121 U. S. 1, 30 L. ed. 849: 1479.
Bainbridge, The C. C. A., 199 Fed. 404: 1971.
Bainbridge v. Burton, 2 Beavan, 539: 425.
Bainbridge Grocery Co. v. Atlantic Coast Line R. Co., 182 Fed. 276: 1800.
Bainbrigge v. Blair, 3 Beav. 421, 423: 1039, 1040.
Baines v. Baker, Amb. 158: 866.
Bainum v. Am. Bridge Co. of N. Y., 141 Fed. 179: 723.
Baird, *Re*, 126 Fed. 845: 2165.
Baird, *Re*, 154 Fed. 215: 2200, 2199, 817, 1196.
Baird v. Byrne, Fed. Cas. No. 757 (3 Wall. Jr. 1): 131.
v. Richmond & D. R. Co., 113 N. C. 603, 18 S. E. 698: 1865.
v. Shore L. Ry. Co., 6 Blatchf. 461: 921.
v. U. S., 5 Ct. Cl. 348: 2324.
v. U. S., 8 Ct. Cl. 13: 2324.
Baiz, *Re*, 135 U. S. 403, 431, 34 L. ed. 222, 231: 1442, 1445, 1472.
Baker, *Ex parte*, 43 Tex. Cr. 281, 65 S. W. 91, 96 Am. St. Rep. 871: 1644.
Baker, *Re*, 96 Fed. 954: 2225, 2254, 2257.
Baker, *Re*, C. C. A., 104 Fed. 287: 2291.
Baker, *Re*, C. C. A., 182 Fed. 392: 2218.
Baker, *Re*, 21 Wash. 259, 57 Pac. 827: 1645.
Baker v. Backus, 32 Ill. 79: 1023, 1024.
v. Biddle Bald. 394: 332, 1200.
v. Duwamish Mill Co. 149 Fed. 612: 108, 1775.
v. Gent, 9 Times Rep. 159: 702.
v. Grice, 169 U. S. 284, 42 L. ed. 748: 1510.
v. Haily, 2 Dick. 632: 1049.
v. Hart, 3 Atk. 542: 1209.
v. Howell, 44 Fed. 113: 53, 1329.
v. Morton, 12 Wall, 150, 20 L. ed. 262: 322.
v. Old Nat. Bank (C. C. A.), 91 Fed. 449: 2431.

[References are to pages.]

Baker v. Peterson, Fed. Cas. No. 776 (4 Dill. 562, note): 1923.
v. Phila. & R. Ry. Co. 149 Fed. 882: 1941.
v. Power 124 U. S. 167, 31 L. ed. 382: 2429.
Baker-Ricketson, Co., *Re*, 97 Fed. 489: 2065, 2075.
v. Rogers, Sel. Ch. Cas. 74: 428.
v. State, 80 Wis. 416, 50 N. W. 518: 1710.
v. Sutton, 86 Hun (N. Y.) 588, 33 N. Y. Supp. 1072: 794.
v. Texarkana Nat. Bank, C. C. A., 74 Fed. 598: 2554.
v. Wales, 15 Abb. Pr. N. S. (N. Y.) 331: 604.
v. Walter Baker & Co., C. C. A., 83 Fed. 3: 1043.
v. White, 92 U. S. 176, 23 L. ed. 480: 2422.
v. Whiting, 1 Story, 218: 1398.
Bakley, *Ex parte*, 148 Fed. 56: 1501.
Balch v. Haas (C. C. A.), 73 Fed. 974: 2572.
v. Tucker, 2 Ch. Cas. 40: 1205.
Baldwin, *Re* 119 Fed. 796: 2243.
Baldwin v. Bernard, Fed. Cas. No. 797: 1082.
v. Bernard, 9 Blatchf. note: 1082.
v. Briggs, 53 How. 80: 703.
v. Chicago, R. I. & P. Ry. Co., C. C. A. 192 Fed. 554: 2572.
v. Ely, 9 How. 580: 1283.
v. Liverpool & L. G. Ins. Co., C. C. A., 124 Fed. 206: 560.
v. Mackown, 3 Atk. 817: 772, 774.
v. Maryland, 179 U. S. 220, 45 L. ed. 160: 661.
v. Pacific Power & Light Co., 199 Fed. 291: 1921.
Ball, *Re*, 123 Fed. 164: 2191.
Ball, *Re*, 156 Fed. 682, 684: 2076, 2077, 2079.
Ball v. Halsell, 161 U. S. 72, 79, 40 L. ed. 622, 624: 2321, 2322.
v. Rutland R. Co., 93 Fed. 513: 395, 518.
v. Tompkins, 41 Fed. 486: 164, 939.
v. U. S., 140 U. S. 118, 35 L. ed. 377: 817.
Ball & Socket Fastener Co. v. Cohn, 90 Fed. 664: 508, 535.
Ball v. Kraetzer, 150 U. S. 111, 37 L. ed. 1019: 2523.
Ballance v. Forsyth, 24 How. 183, 16 L. ed. 733: 1420.
Ballard v. Bell, 1 Mason, 243: 200.
v. Catling, 2 Keen, 606: 1294.
v. Kennedy, 34 Fla. 483: 701.
v. Kennedy, Fla. 483: 34: 704.
v. McCluskey, 52 Fed. 677: 1130.
v. Searls, 130 U. S. 50, 56, 32 L. ed. 846, 848: 2552.
Ballew v. U. S., 160 U. S. 187, 40 L. ed. 388: 1063.
Balliet v. U. S., C. C. A. 129 Fed. 689, 64 C. C. A. 201: 1722.
Ballin v. Lehr, 24 Fed. 193: 124.
Ballmann v. Fagin, 200 U. S. 186, 50 L. ed. 433: 1096.
Balloch v. Hooper, 146 U. S. 363, 36 L. ed. 1008: 1057.
Ballot v. U. S., 171 Fed. 404: 2512.
Baltimore v. Postal Tel. Cable Co., 62 Fed. 500: 30.
Baltimore Building & Loan Ass'n v. Alderson, C. C. A., 90 Fed. 142, 32 C. C. A. 542: 989, 993.
v. Alderson (C. C. A.), 99 Fed. 489: 1027, 2566.
Baltimore, C. & A. Ry. Co. v. Godefroy, C. C. A. 182 Fed. 525: 418, 426.
Baltimore C. W. Co. v. Bemis, 29 Fed. 95, U. S. C. C., D. Mass: 329, 898.
Baltimore & O. R. Co., *Ex parte*, 106 U. S. 5, 27 L. ed. 78: 2444.
Baltimore & O. R. Co., *Ex parte*, 108 U. S. 566, 27 L. ed. 812: 1446, 1447, 1449, 2425.
Baltimore & O. R. Co. v. Adams Express Co., 22 Fed. 404: 141.
v. Bates, 119 U. S. 464, 467, 30 L. ed. 436, 438: 1826, 1850, 1858.
v. Baugh, 149 U. S. 368, 397, 405, 37 L. ed. 772, 784, 787, 27 Am. Law Reg. 398–402: 1569.
v. Burris, C. C. A., 111 Fed. 882, 884: 1056.
v. Cary, 28 Ohio St. 208: 1763.
v. Doty, C. C. A., 133 Fed. 866: 473, 1840, 1841.

[References are to pages.]

Baltimore & O. R. Co. v. Ford, 35 Fed. 170: 140, 860, 1766, 1887, 1889, 1908, 1912.
v. Freeman, C. C. A., 112 Fed. 237: 950, 1012.
v. Fulton, 53 N. E. 265, 59 Ohio St. 575: 1891.
v. Griffith, 159 U. S. 603, 40 L. ed. 274: 2439.
v. Hamilton, 16 Fed. 181: 1425.
v. Harris, 12 Wall. 65, 20 L. ed. 354: 140.
Baltimore & Ohio R. R. Co. v. Interstate Commerce Commission, 215 U. S. 216, 54 L. ed. 164: 2384, 2385.
v. Joy, 173 U. S. 226, 229, 43 L. ed. 677, 678: 740.
v. Koontz, 104 U. S. 5, 26 L. ed. 643: 139.
v. McCune, C. C. A., 174 Fed. 991: 2477.
v. McLaughlin, C. C. A., 73 Fed. 519: 719.
v. Pittsburg, W. & K. R. Co., 17 W. Va. 812: 136, 1773, 1834.
v. Polly Woods Co., 14 Grattan (Va.) 448: 1431.
v. Rambo, C. C. A., 59 Fed. 75: 1090.
v. Ryan, 31 Ind. (App.) 597, 68 N. E. 923: 24.
Baltimore & Ohio R. R. Co. v. U. S. ex rel. Pitcairn Coal Co., 215 U. S. 481, 54 L. ed. 292: 1452.
v. Wabash R. Co., C. C. A., 119 Fed. 678: 158.
v. Worman, 12 Ind. (App.), 494, 40 N. E. 751: 30.
B. & O. Southwestern R. R. Co. v. U. S., 220 U. S. 94, 106, 55 L. ed. 384, 388: 1546, 2426, 2441.
v. Voight, 176 U. S. 498, 44 L. ed. 560: 1571.
Baltimore & O. Tel. Co. v. Morgan's Louisiana & T. R. & S. S. Co. (Louisiana), 37 La. Ann. 883: 1789, 1808.
Baltimore & P. R. Co. v. Fifth Baptist Church, 137 U. S. 568, 34 L. ed. 784: 663.
v. Grant, 98 U. S. 398, 25 L. ed. 231: 2551.
v. Hopkins, 130 U. S. 210, 226, 32 L. ed. 908, 914: 2386, 2387.
Baltimore & P. R. Co. v. Mackay, 157 U. S. 72, 39 L. ed. 624: 2563.
v. Sixth Presbyterian Church, 91 U. S. 127, 23 L. ed. 260: 2496.
v. Trustees of Sixth Pres. Church, 91 U. S. 127, 23 L. ed. 260: 1599, 1601.
v. Countryman, 16 Ind. App. 139, 44 N. E. 265: 790.
Baltimore Tr. & G. Co. v. Hoistetter, C. C. A., 85 Fed. 75: 1248.
B. Altman & Co. v. U. S., 224 U. S. 583, 56 L. ed. 894: 2369, 2371, 2374.
Bampton v. Birchall, on appeal, 1 Phil. 568: 761, 762.
v. Birchall, 5 Beav. 330: 761, 762.
Ban v. Columbia Southern Ry. Co., 109 Fed. 499: 200, 206.
v. Columbia Southern Ry. Co., 117 Fed. 21, 54 C. C. A. 407: 110, 206, 436.
Bancroft v. Sawin, 143 Mass. 144: 1168.
v. Wiscomico County Com'rs. 121 Fed. 874: 666.
Bane v. Keefer 66 Fed. 610: 99, 1901.
Bangs v. Loveridge, 60 Fed. 963: 121, 482.
Banigan v. City of Worcester, 30 Fed. 392: 109, 114, 1773, 1845.
Bank v. Carrollton R. Co., 11 Wall. 624, 20 L. ed. 82: 446, 1182.
v. Jewelry Co., 123 Ia. 432: 2183.
v. Sherman, 101 U. S. 403, 405, 25 L. ed. 866: 2162.
v. Meyer, 92 Fed. 896: 2053.
Bank of Alexandria v. Young, 1 Cranch, C. C. 458: 1544.
Bank of Arapahoe v. David Bradley Co., C. C. A., 72 Fed. 867: 26, 27, 29, 55.
Bank of British N. A. v. Barling, 44 Fed. 641: 1427.
v. Barling, 46 Fed. 357: 201.
v. Barling in C. C. A. 56 Fed. 260: 201.
Bank of Clinton v. Kondert, C. C. A., 159 Fed. 703: 2278.
Bank of Columbia v. Sweeny, 1 Pet. 567, 7 L. ed. 265: 1449.

[References are to pages.]

Bank of Commerce v. Central Coal & Coke Co., C. C. A., 115 Fed. 878: 993.
Bank of Danville v. Travers, 4 Biss. 507: 1149.
Bank of Dearborn v. Matney, 139 Fed. 482, 12 Am. B. R. 482: 2048.
Bank of Edgfield v. Farmers' C. M. Co., 18 L.R.A. 201, 52 Fed. 98: 731.
Bank of Ky. v. Adams Exp. Co., 93 U. S. 174, 23 L. ed. 872: 1571.
v. Ashley, 2 Pet. 327, 7 L. ed. 440: 2543.
v. Kentucky, 207 U. S. 258, 52 L. ed. 197: 667.
v. Stone, C. C. A., 88 Fed. 383, 395, 398: 66, 72, 666, 668, 863.
Bank of Lewisburg v. Sheffey, 140 U. S. 445, 35 L. ed. 493: 1395.
Bank of Maysville v. Claypool, 120 U. S. 268, 7 Sup. Ct. 545, 30 L. ed. 632: 1824.
Bank of Montreal v. Thayer, 7 Fed. 622: 992, 1010.
Bank of N. A. v. Barling, 44 Fed. 641: 349.
Bank of Nez Perce v. Pindel, C. C. A., 193 Fed. 917: 2218, 2219.
Bank of Ravenswood v. Johnson, 143 Fed. 463, 74 C. C. A. 597: 2141.
Bank of S. C. v. Rose, 1 Rich. Eq. (S. C.) 292: 1164.
Bank of U. S. v. Bank of Washington, 6 Pet. 8, 8 L. ed. 299: 2561.
v. Beverly, 1 How. 134, 151, 11 L. ed. 75, 82: 322.
v. Daniel, 12 Peters, 32, 9 L. ed. 989: 2439.
v. Kurtz, 2 Cranch C. C. 342): 1127, 1128.
v. Planters' Bank of Ga., 9 Wheat, 904, 6 L. ed. 244: 0006.
v. Ritchie, 8 Pet. 128, 144, 8. L. ed. 890, 897: 398, 399, 1414.
v. Swan, 3 Pet. 68, 7 L. ed. 605: 2520, 2521.
v. Weisiger, 2 Pet. 481, 7 L. ed. 492: 2559.
Bank of U. S. v. White, 8 Peters, 262, 269, 8 L. ed. 938, 941: 351, 617, 1412.
Bank of Utica v. Finch, 1 Barb. Ch. (N. Y.) 75: 616.
Bankers' Mut. Casualty Co. v. Minneapolis, St. P. & S. S. M. Ry. Co., 192 U. S. 371, 48 L. ed. 484: 59.
Banks v. Miller, 1 Cranch, C. C. 543: 1140.
Banks v. Speers, 103 Ala. 436: 501.
Banks' Law Pub. Co. v. Lawyers' Co-Operative Pub. Co., 139 Fed. 701: 765, 766, 767.
Banque Franco-Egyptienne v. Brown, 24 Fed. 106, 107: 694, 698.
Banzai Mfg. Co., *Re*, C. C. A., 183 Fed. 298: 2028, 2114.
Baracoa, The, 44 Fed. 102: 1952.
Barataria Canning Co. v. Louisville & N. R. Co., 143 Fed. 113: 29.
Barber, *Re*, 97 Fed. 547, 550: 2228, 2266, 2267.
Barber v. Barber, 21 How. 582, 16 L. ed. 226: 23, 324.
v. Boston & M. R. Co., 145 Fed. 52: 31, 1822.
v. Coit (C. C. A.), 118 Fed. 272: 2541.
v. Pittsburgh, etc., Ry. Co., 69 Fed. 501: 1578.
Barber Asphalt P. Co. v. Forty-Second St., M. & St. N. Ave. Ry. Co., 175 Fed. 154: 1030.
v. Forty-Second St., M. & St. N. Ave. Ry. Co., C. C. A. 180 Fed. 648: 987, 1027, 1029.
v. Morris, 132 Fed. 945, 66 C. C. A. 55, 67 L.R.A. 761: 348, 636, 1446, 1448.
Barcelon v. Baker, 203 U. S. 174, 51 L. ed. 142: 2358.
Barclay v. Brown, 7 Paige (N. Y.), 245: 1269.
v. Levee Com'rs, Fed. Cas. No. 977 (1 Woods, 254): 1862.
v. Quicksilver Min. Co. 6 Lans. 25: 977.
v. Quicksilver Min. Co., 9 Abb. Pr. N. S., 283: 977.
Barcus v. Gates, C. C. A., 89 Fed. 783, 793: 519.
Bard, *Re*, 108 Fed. 208: 2142.
Bard v. Fort, 3 Barb. Ch. (N. Y.) 632: 619.

[References are to pages.]

Barden, *Re*, 101 Fed. 553: 2078.
Bardes v. Hawarden First Nat. Bank, 175 U. S. 526, 44 L. ed. 261: 2367, 2378.
Bardon v. Land & R. Imp. Co., 157 U. S. 327, 39 L. ed. 719: 1578.
Baremore v. Taylor, 53 N. Y. Super. Ct. 119: 794.
Barhydt v. Alexander, 59 Mo. 189: 1083.
Baring v. Dabney, 19 Wall. 1, 22 L. ed. 90: 2505.
Bark Joseph Cunard, The, Ole. A. D. M. 120, 13 Fed. Cas. No. 7,535: 1938.
Bark Lilian M. Vigus, The, 10 Ben. 385, 15 Fed. Cas. No. 8,346: 1940, 1944.
Barker v. Craig, 127 U. S. 213, 22 L. ed. 147: 2432.
v. Dixie, Reports *temp.* Hardwicke, 252: 1059.
v. Dumaresque, 2 Atk. 119: Anon., 1 Vern. 104: 1185.
v. Eastman, 192 Fed. 659: 161, 1056.
v. Ray, 2 Russ. 63: 1209.
v. Smark, 3 Beav. 64: 1184.
v. Southern Bldg. & Loan Ass'n, 181 Fed. 638: 967, 1003, 1332.
v. Todd, 15 Fed. 265: 807, 829
Barkler v. Ladd, 3 Saw. 44: 744, 1575.
Barkley v. Levee Com'rs, 93 U. S. 258, 23 L. ed. 893: 1455.
Barley v. Gittings, 15 App. D. C. 421, 437: 1020.
Barling v. Bank of N. A., C. C. A., 50 Fed. 260: 349, 1427.
Barlow v. Chicago & N. W. Ry. Co., (N. D. Ia.) 172 Fed. 513: 125.
v. Gains, 8 Beav. 329: 1021.
v. Pease, 5 Hun (N. Y.) 564: 789.
Barnard v. Darling, 1 Barb. Ch. (N. Y.) 76: 1018.
v. Gibson, 7 How. 650, 658, 12 L. ed. 857, 860: 928, 2434.
v. Heydrick, Abbott's Pr. N. S. (N. Y.) 47: 1083.
v. Heydrick, 49 Barb. (N. Y.) 62, 72: 1083.
Barnes, *Ex parte*, 1 Sprague, 133; 1144.
Barnes v. Albany Court of Sessions, 147 N. Y. 290, 297: 1355.
Barnes v. Henshaw, 21 Wend. (N. Y.) 426: 793.
v. Lyons, C. C. A., 187 Fed. 881: 1449.
v. Omally, 4 McLean, 576: 1282.
v. Pampel, C. C. A., 192 Fed. 525: 2280.
v. Steamship Co., 6 Phila, 479, 2 Fed. Cas. No. 1021: 1998.
v. Trees, 194 Fed. 230: 1145.
v. Wilson, 1 R. & M. 486: 1275.
v. W. U. Tel. Co., 120 Fed. 559: 608.
Barnesle v. Powell, 1 Ves. Sen. 120: 1416.
Barnesville & M. R. Co., 2 McCrary, 216: 1895.
Barnet v. Day, 3 Wash. 243: 1155.
Barney v. Baltimore, 1 Hughes, 118: 98.
v. Baltimore, 6 Wall. 280, 18 L. ed. 825; 446, 453.
v. Globe Bank, Fed. Cas. No. 1,031 (5 Blatchf. 107: 133, 200, 1902.
v. Keokuk, 94 U. S. 324, 338, 24 L. ed. 224, 228: 1578.
v. Latham (Kentucky), 3 Ky. Law Rep. 144: 1788, 1791.
v. Latham, 103 U. S. 205, 215, 26 L. ed. 514, 518: 97, 98, 101, 109, 118, 119, 453, 509, 1760, 1787, 1791, 1796.
v. Luckett, 1 Sim. & S. 419: 901.
v. New York, 193 U. S. 430, 24 Sup. Ct. 502, 48 L. ed. 737: 59, 69, 73.
v. Oelricks, 138 U. S. 529, 34 L. ed. 1037: 616.
v. Schneider, 9 Wall. 248, 19 L. ed. 648: 1063, 1064.
v. Winona & St. P. R. Co., 117 U. S. 228, 29 L. ed. 858: 2572.
Barney Dumping B. Co. v. The Mutual, 78 Fed. 144: 1958.
Barnsdall v. Waltemeyer, 142 Fed. 415, 420, 73 C. C. A. 515, 520: 636, 1184.
Barnstable, 181 U. S. 464, 45 L. ed. 954: 1961.
Barnum v. Okolona, 148 U. S. 393, 397, 37 L. ed. 495, 497: 1573.
Barr v. Essex Trades Council, 30 Atl. 881: 871.
v. Essex Trades Council, 53 N. J. Eq. 101: 871.

[References are to pages.]

Barr v. People, 30 Colo. 522, 71 Pac. 392: 1095.
v. Simpson, Baldwin, 543: 150.
Barrager, *Re*, 191 Fed. 247: 2238, 2239.
Barrell v. Simonton, 3 Cranch, C. C. 681: 1142.
v. Transp. Co., 3 Wall. 424, 10 L. ed. 168: 2470.
Barrett, *Re*, 132 Fed. 362: 2167.
Barrett v. Holmes, 102 U. S. 651, 26 L. ed. 291: 1569.
v. Prince, C. C. A., 143 Fed. 302: 2225, 2257.
v. Short, 41 Ill. App. 25: 705.
Barribeau v. Brant, 17 How. 43, 15 L. ed. 34: 2455.
Barrielle v. Bettman, 199 Fed. 838: 1055.
Barron v. Burnside, 121 U. S. 186: 1763.
v. McKinnon, 179 Fed. 759: 92.
v. Pittsburg Plate Glass Co., 10 Ohio S. & C. Pl. Dec. 114, 7 Ohio N. P. 528: 790, 791.
Barrow v. Hill, 13 How. 54, 14 L. ed. 48: 2561.
v. Hunton, 99 U. S. 80, 82, 25 L. ed. 407, 408: 149, 158, 1413, 1419, 1776, 1777.
v. Reab, 9 How. 366, 13 L. ed. 177: 2547.
Barrow S. S. Co. v. Kane, 170 U. S. 100, 42 L. ed. 964: 123, 581.
Barroweliffe v. LaCaisse Generale des Assurances Agricoles et des Assurance Contre L'Incendie (New York), 1 City Ct. R. 151: 133.
v. La Caisse Generale (New York), 58 How. Prac. 131: 125.
Barry, *Ex parte*, 2 How. 65, 11 L. ed. 181: 1474, 1481.
Barry, *Re*, 42 Fed. 113: 22, 23, 337, 1481, 1579.
Barry, *Re*, 136 U. S. 597, 624, 34 L. ed. 512, 514: 1579.
Barry v. Edmunds, 116 U. S. 550, 559, 29 L. ed. 729, 732: 28, 31, 1170, 1171.
v. Mercein, 5 How. 103, 12 L. ed. 70: 1481, 2438.
v. Mo., K. & T. Ry. Co., 27 Fed. 1: 103.
v. Mutual Life Ins. Co., 53 N. Y. 536: 564.
Barstow v. Becket (E. D. Ga. S. D.) 110 Fed. 826: 652, 1579.
Bartell v. U. S., 227 U. S. 427, 57 L. ed. —: 1668.
Bartels v. Redfield, 47 Fed. 708: 2568.
Bartemeyer v. Iowa, 14 Wall. 26, 20 L. ed. 792: 2399.
Barth v. Coler, 60 Fed. 466, 9 C. C A. 81, 19 U. S., App. 646: 1791, 1911, 1928.
Barthier, *Re*, 188 Fed. 394: 2249.
Bartholomew v. Union Paper & Bag Co., C. C. A., 113 Fed. 289: 935.
v. U. S., C. C. A., 177 Fed. 902: 1665, 1740, 1742.
Bartholow v. Trustees, 105 U. S. 6, 26 L. ed. 937: 2380.
Bartle v. Coleman, 3 Cranch, C. C. 283: 446.
LIV—Foster Index—Sept. 9,
Bartleson v. Feidler, 149 Fed. 299: 652.
Bartlett, *Ex parte*, 197 Fed. 98: 1511.
Bartlett v. Gale, 4 Paige (N. Y.) 503: 553.
v. Gates, 118 Fed. 66: 702, 825, 843, 845, 1211.
v. Sultan of Turkey, 19 Fed. 346: 588.
v. Wood, 9 W. R. 817: 1270.
Bartley v. Hayden, 74 Fed. 913: 93.
Barton v. Barbour, 104 U. S. 126, 134, 26 L. ed. 672, 676: 167, 363, 634, 975, 989, 1010, 1011, 1015.
v. Forsyth, 5 Wall. 190, 18 L. ed. 545: 2424, 2553.
v. Petit, 7 Cranch, 288, 3 L. ed. 347: 2536, 2552.
Barton Bros., *Re*, 149 Fed. 620: 2114.
Bas v. Steele, 3 Wash. C. C. 381, Fed. Cas. No. 1,088: 1128.
Basey v. Gallagher, 20 Wall. 670, 22 L. ed. 452: 1208.
Basha, *Re*, C. C. R., 200 Fed. 951, reversing 193 Fed. 151: 2197, 2199.
Bashaw v. U. S., 47 Fed. 40, 1294.
Bashinski v. Talbott, C. C. A., 119 Fed. 337: 2223.
Basket v. Hassell, 107 U. S. 602, 27 L. ed. 500: 2451.
Bass, R. & G. v. Feigenspan, 82 Fed. 260: 717.

[References are to pages.]

Bassett v. Johnson, 1 Green, Ch. (N. J.) 154: 1207.
v. U. S., 137 U. S. 496, 505, 34 L. ed. 762: 1089.
v. U. S., 9 Wall. 38, 41, 19 L. ed. 548, 549: 814, 1651.
Bassing v. Cady, 208 U. S. 386: 2502.
Basso's Case, 40 Ct. Cl. 202: 370, 2309.
Bast v. First Nat. Bank, 101 U. S. 93, 25 L. ed. 794: 1090.
Batch v. Wabash R. Co., 207 U. S. 277, 52 L. ed., 204: 2362.
Batchelder & Lincoln Co. v. Whitmore, C. C. A. 122 Fed. 355: 2167.
Batchelor v. U. S., 156 U. S. 426, 39 L. ed. 478: 1680.
Bate Ref. Co. v. Gillette, 28 Fed. 673: 1136, 1218, 1229.
v. Gillett, 30 Fed. 683: 1362.
Bateau v. Bernard, 3 Blatchf. 244: 864.
Bates v. Baltimore & O. R. Co., 39 Ohio St. 157: 1850, 1854.
v. Carpenter, 98 Fed. 452, 454: 50, 1797, 1802.
v. Coe, 98 U. S. 31, 25 L. ed. 68, 673, 675.
v. International Co. of Mexico, 84 Fed. 518: 940.
v. New Orleans, B. R. & V. R. Co., 16 Fed. 294: 109.
v. Robinson, 8 Iowa, 318: 1085.
v. Rosekrans, 37 N. Y. 409: 683.
v. U. S., 4 Ct. Cl. 569: 2324.
v. Wotkyns, 2 How. Pr. (N. Y. 18: 793.
Bates & Gould Co. v. Payne, 194 U. S. 106, 48 L. ed. 894: 381.
Bates Mach. Co. *Re*, 91 Fed. 625: 2075.
Bates Mach. Co. v. Wm. A. Force & Co., 139 Fed. 746: 676.
Batesville Institute v. Kauffman, 18 Wall. 151, 21 L. ed. 775: 409, 439.
Batey v. Nashville, C. & St. L. Ry., 95 Fed. 368: 1800.
Bath County v. Amy, 13 Wall. 244, 20 L. ed. 539: 1452.
Batt v. Proctor, 45 Fed. 515, 516: 587, 598, 600.
Battaile v. Fisher, 36 Miss. 321: 1005.
Battelle v. U. S., 7 Ct. Cl. 297: 2314.
Battle v. Atkinson, 115 Fed. 384: 30, 32.
v. Atkinson, 191 U. S. 559, 48 L. ed. 302, 24 S. Ct. 845: 28, 32.
v. Mutual Life Ins. Co., 10 Blatchf. 417: 722.
Battler, The, 67 Fed. 251: 2002.
Baughman, *Re*, 138 Fed. 742, 15 Am. B. R. 23: 2026, 2222.
Baughman v. National Waterworks Co., 46 Fed. 4: 134.
Baum v. Longwell, 200 Fed. 450: 344, 1922.
Bauman v. Feist, C. C. A., 107 Fed. 83: 2248.
Baumann, *Re*, 96 Fed. 946: 2068.
Re Baumblatt, 156 Fed. 422: 2211.
Baumgardner v. Bono Fertilizer Co., 58 Fed. 1: 1764.
Baumgarten v. Alliance Assur. Co., 153 Fed. 301: 133.
Baumhauer, *Re*, 179 Fed. 966: 2195.
Baumhauer v. Austin, C. C. A., 186 Fed. 260: 2030, 2194, 2195.
Bauriert v. Day, 3 Wash. C. C. 343: 1140.
Bauserman v. Blunt, 147 U. S. 647, 37 L. ed. 475: 645, 1574, 1575, 2546.
Bausman v. Dixon, 173 U. S. 113, 43 L. ed. 633: 94, 1001, 2395.
Bawtree v. Watson, 3 M. & K. 339, 340: 452.
Bax v. Whitbread, 16 Ves. 15, 24: 1270.
Baxter, *Re*, 12 Fed. 72: 2197.
Baxter & Co., *Re*, C. C. A. 154 Fed. 22: 1334.
Baxter v. Jones, 185 Fed. 900: 571.
v. Lansing, 7 Paige (N. Y.), 350: 619.
Bay City, The, 3 Fed. 47, per Mr. Justice Brown: 1299.
Bay City Irrigation Co., *Re*, 135 Fed. 850, 14 Am. B. R. 370: 2051.
Bay State Gas Co. v. Rogers, 147 Fed. 557, 559: 434, 560, 995, 996, 1215.
Bayard v. Lombard, 9 How. 530, 13 L. ed. 245: 2447, 2546.
v. McLane, 3 Harr. (Del.) 139: 2321.
Bayerque v. Cohen, McAll. 113: 903.
Bayley v. De Walkiers, 10 Ves. 441: 683.
Bayliss v. Lafayette, M. & B. R. Co., 8 Biss. 193: 824, 825.

[References are to pages.]

Baylor v. Rawlings, C. C. A., 200 Fed. 131: 2249.
Bayne v. Brewer Pottery Co., 82 Fed. 391: 1023.
v. U. S., C. C. A., 195 Fed. 236: 2542.
Bayonne, The, 159 U. S. 687, 40 L. ed. 306: 2296, 2366, 2367.
Bazemore, *Re*, 189 Fed. 236, Ala.: 2177.
Beach v. Macon Grocery Co., C. C. A., 116 Fed. 143, 8 Am. B. R. 751: 2032, 2092, 2096, 2102, 2104.
v. Macon Grocery Co., C. C. A., 120 Fed. 736: 2084.
v. Macon Grocery Co., C. C. A., 125 Fed. 513: 60 C. C. A. 557, 559: 1041, 2110, 2261.
v. Macon Grocery 12 Am. B. R. 626: 2102.
v. U. S., 226 U. S. 243, 57 L. ed. —: 373, 383.
Beach Front Hotel Co. v. Sooy, C. C. A., 197 Fed. 881: 1586.
Beadles v. Smyser, 209 U. S. 393, 399, 52 L. ed. 849, 852: 2389, 2441.
Beadleston v. Harpending, 32 Fed. 644: 1915, 1923.
Beale v. Thompson, 8 Cranch, 70: 1148.
Beall v. New Mexico, 16 Wall. 535, 21 L. ed. 292: 2493.
Beals, *Re*, 116 Fed. 530: 2223.
Beals v. Cone, 188 U. S. 184, 47 L. ed. 435: 2406.
Beals v. Illinois, Mo. & T. R. Co., 133 U. S. 290, 33 L. ed. 608: 420.
Beamer v. Werner, C. C. A., 159 Fed. 99: 601.
Bean, *Re*, 100 Fed. 262: 2079, 2222, 2223, 2263.
Bean v. Orr, C. C. A., 182 Fed. 599: 2175, 2213.
v. Patterson, 110 U. S. 401, 28 L. ed. 190: 1304.
v. Smith, 2 Mason, 252, 269: 204.
Bean-Chamberlain Mfg. Co. v. Standard Spoke & Nipple Co., C. C. A., 131 Fed. 215, 12 Am. B. R. 610: 2065, 2123.
Bear v. Chase, C. C. A., 99 Fed. 920, 3 Am. B. R. 746: 2025, 2026, 2098.
Bear Bros. Mercantile Co. v. Denver & R. G. R. Co., 200 Fed. 614: 552.
Bear Gulch Placer Min. Co. v. Walsh, 198 Fed. 351: 2033.
Bearblock v. Tyler, 1 J. & W. 225: 1207.
Beardslee v. Ingraham, 183 N. Y. 411, 3 L.R.A.(N.S.) 1073: 170, 856.
Beardsley v. Arkansas L. Ry. Co., 158 U. S. 123, 39 L. ed. 919: 2448, 2480.
v. Littell, 14 Blatchf, 102: 1053.
v. Torrey, Fed. Cas. No. 1,190 (4 Wash. C. C 286): 116, 117.
Beasley v. Coggins, 48 Fla. 215: 2172.
Beatrice v. Edminson, C. C. A., 117 Fed. 427: 1077.
Beatson v. Skene, 5 H. & N. 838: 1126.
Beatty, *Re*, C C. A., 150 Fed. 293: 2073.
Beatty v. Andersen Coal Min. Co., C. C. A., 150 Fed. 293: 2072.
v. Wilson, 161 Fed. 453: 1423.
Beatty's Adm'r v. Burne's Adm'rs, 8 Cranch, 98, 107, 108, 3 L. ed. 500, 503, 504: 646
Beauchamp v. Putnam, 34 Ill. 378, 381: 703.
Beaumont v. Beaumont, 144 Fed. 128: 361.
v. Boultbee, 5 Ves. 485: 561.
Beaupré v. Noyes, 138 U. S 397, 402, 34 L. ed. 991, 992: 1588, 2406.
Beauregard v. New Orleans, 18 How. 497, 15 L. ed. 469: 1568.
Beavan v. Carpenter, 11 Sim. 22: 1115.
Beaver Coal Co., *Re*, C. C. A., 113 Fed. 889: 2174.
Beavers, *Re*, 125 Fed. 988: 176, 1630
Beavers v. C. A. Richardson & Co., 118 Fed. 320: 716.
v. Haulbert, 198 U. S. 77, 49 L ed. 950: 176, 1630.
v. Henkel, 194 U. S 73, 87, 48 L. ed. 882, 887: 1628, 1629.
v. Spinks (Mississippi), 26 So. 930: 85.
Becherdass Ambaidass, The, v. Lowell (U. S.) 569, 3 Fed. Cas. No. 1,203: 1944.
Bechtel v. U. S., 101 U. S. 597, 25 L. ed. 1019: 1066.

[References are to pages.]

Bechtle v. Ry. Co., 31 Abb. N. C. (N. Y.) 483: 1292.
Beck v. Johnson, 169 Fed. 154, 163: 59, 62.
v. Ry Teamsters' Pr. Union, 118 Mich. 497: 871.
v. Ry. Teamsters' Pr. Union, 43 L.R.A. 406: 871.
Beck & Pauli Lith. Co. v. Wacker & B. B. M. Co. (C. C. A.), 76 Fed. 10: 2431.
Beck & Pith Co. v. Wacker & B. B. & M. Co., C. C. A., 76 Fed. 10: 611.
Becker, *Re*, 98 Fed. 407: 1235, 2107, 2160.
Becker, *Re*, 106 Fed. 54: 2247, 2251.
Becker v. Hoke, 80 Fed. 973: 519, 942.
Beckett v. Sheriff of Hartford Co., 21 Fed. 32: 172.
Re Beckhaus, C. C. A., 177 Fed. 141, Ill.: 2176.
Beckwith v. Easton, 4 Ben. 357: 1322.
v. Malleable Iron Range Co., 174 Fed. 1001; 678.
v. Malleable Iron Range Co., 195 Fed. 291: 1220, 1225.
Beddoes v. Pugh, 26 Beav. 407, 416, 417: 691.
Bedford v. U. S., 192 U. S. 217, 48 L. ed. 414: 371.
Bedford-Bowling Green Stone Co. v. Oman, 134 Fed. 441: 663.
Bedford Quarries Co. v. Welch, 100 Fed. 513: 26.
Bee, The, 1 Ware (U. S.) 336, 3 Fed. Cas. No. 1219: 1943.
Beehe, *Re*, 116 Fed. 49: 2241.
Beebe v. Louisville, N. O. & T. R. Co., 39 Fed. 481, 484: 99.
v. Russell, 19 How. 283, 15 L. ed. 668: 1259, 2433, 2434.
Beebee, *Ex parte*, 2 Wall. Jr. 127: 1105, 1141.
The Beeche Dene (C. C. A.), 55 Fed. 526: 2537.
Beecher v. Bininger, 7 Blatchf. 170: 948.
v. Gillett, Fed. Cas. No. 1,225 (1 Dill. 308): 1790.
v. Ireland, 46 Kan. 97: 616.
Beede v. Cheeney, 5 Fed. 388: 1836, 1855.
Beedle v. Bennett, 122 U. S. 71, 30 L. ed. 1074: 532.
Beekman v. Hudson River West Shore Ry. Co., 35 Fed. 3: 636, 1082.
v. Marsters, 195 Mass. 205, 11 L.R.A.(N.S.) 201, 122 Am. St. Rep. 232, 80 N. E. 817, 11 Ann. Cas. 332: 891.
v. Peck, 3 J. Ch. (N. Y.) 415: 1393.
Beer Co. v. Massachusetts, 97 U. S. 25, 24 L. ed. 989: 2405.
Beers v. Chelsea Bank, 4 Edw. Ch. (N. Y.) 277: 1037.
v. Hanlin, 99 Fed. 695, 3 Am. B. R. 745: 2061, 2066.
v. Houghton, 9 Peters, 338, 359, 9 L. ed. 149: 351.
v. Wabash, St. L. & P. Ry. Co., 34 Fed. 244: 1006.
Beery v. Chicago, R. I. & P. R. Co., 64 Mo. 533: 1884.
v. Irick (Virginia), 22 Grat. 484, 12 Am. Rep. 539: 1827.
Behn, Meyer & Co. v. Campbell & Co Tanco, 205 U. S. 403, 51 L. ed. 857: 2356, 2359, 2477.
Behrendt, *Re*, 22 Fed. 699, 23 Blatchf. 40: 1636.
Behrens v. Sieveking, 2 Myl. & Cr. 602: 637.
Beid-Archer Co. v. North Amer. Chemical & Eng. Co. et al., 147 Fed. 746: 533.
Beihl, *Re*, 197 Fed. 870: 2096.
Bein v. Heath, 6 How. 228, 240, 12 L. ed. 416, 421: 356.
v. Heath, 12 How. (U. S. 168, 179, 13 L. ed. 939, 944: 348, 349, 925.
v. Heath, 142 U. S. 704, 35 L. ed. 1174: 2500.
Beirne v. Sanderson, 83 App. Div. (N. Y.) 62, 82 N. Y. Supp. 493: 793.
v. Wadsworth, 36 Fed. 614: 1187.
Beiseker v. Moore, C. C. A., 174 Fed. 368: 1598, 2570, 2573.
Belasco v. Klaw, 96 App. Div. N. Y.) 268: 792.
Belden v. Chase, 150 U. S. 674, 691, 37 L. ed. 1218, 1224: 2394.
Belden v. Devoe, 12 Wend. (N. Y.) 223: 1083.
Belding, *Re*, 116 Fed. 1016: 2180.
Belfast Mesh Underwear Co., *Re*, 153 Fed. 224: 2073.
Belfast Mesh Underwear Co., *Re*, 185 Fed. 834: 2111.

[References are to pages.]

Belgenland, The, 108 U. S. 153, 27 L. ed. 685: 2493.
Belknap, *Re*, 129 Fed. 646, 12 Am. B. R. 326: 2064, 2065, 2069, 2070.
Belknap v. Child, 161 U. S. 10, 17, 40 L. ed. 599, 601: 383, 895, 2307, 2308.
v. U. S., 150 U. S. 588, 37 L. ed. 1191: 2347.
Bell v. Arledge, C. C. A., 192 Fed. 837: 2211, 2214, 2278.
v. Bell, 3 W. Va. 183: 1852.
v. Chapman, 10 Johns. (N. Y.) 183: 354.
v. Commonwealth Title Ins. Co., 189 U. S. 131, 47 L. ed. 741: 820.
v. Cureton, 2 M. & K. 503: 493.
v. Davidson, 3 Wash. C. C. 328: 1155.
v. Dix, 49 N. Y. 232: 1883, 1884, 1885.
v. Donohue, 17 Fed. 710: 441, 445, 448.
v. Good, 22 Civ. Proc. Rep. (N. Y.) 356, 46 N. Y. St. Rep. 572: 607.
v. Lycoming Fire Ins. Co. (New York), 3 Hun, 409, 6 Thomp. & C. 54: 1855.
v. Morrison, 1 Pet. 351, 355, 7 L. ed. 174, 176: 645, 1139, 1140, 1146, 1573, 1575.
v. Nimmon, 4 McLean, 539: 1142.
v. Noonan, 19 Fed. 225: 1812.
v. Ohio Life Ins. Co., Fed. Cas. No. 1,261: 105, 125.
v. Pomeroy, 41 McLean, 57: 1118.
v. Union Pac. R. Co., C. C. A., 194 Fed. 366: 1556, 1562.
v. U. S. Stamping Co., 32 Fed. 549: 1229.
Bell Bros. v. White Lake Lumber Co., 21 Neb. 525: 608.
Bell Telephone Co. v. Detharding, C. C. A., 148 Fed. 371: 2555.
Bellah, *Re*, 116 Fed. 69: 2080, 2081, 2084.
Bellaire v. Baltimore & Ohio R. R. Co., 146 U. S. 117, 36 L. ed. 910: 115, 1798.
Belle Fourche, C. C. A., 152 Fed. 64.
Bellinger v. Martindale, 8 How. Pr. (N. Y.) 113: 801.
Belloat v. Morst, 2 Hayw. (N. C.) 157: 727.
Bellocque v. U. S., 8 Ct. Cl. 493: 2327, 2328.
Bellocq v. U. S., 13 Ct. Cl. 195: 2347.
Belmont Nail Co. v. Columbia I. & Co., 46 Fed. 8: 946.
v. Columbia I. & S. Co., 46 Fed. 336: 100, 1166.
Belt v. Bowis, 65 Md. 350: 503.
v. U. S., 15 Ct. Cl. 92: 2323, 2323.
Bement, *Re*, C. C. A., 172 Fed. 98, Wise. 2177.
Bement v. National Harrow Co., 186 U. S. 70, 46 L. ed. 1058: 2408.
Bemis, *Re*, 104 Fed. 672: 2251.
Benbow-Brammer Mfg. Co. v. Simpson Mfg. Co., 132 Fed. 614: 909.
Beneliff, The, 158 Fed. 377: 1298, 1328.
Bender, *Re*, 106 Fed. 873: 2059, 2092.
Bender v. Pennsylvania Co., 148 U. S. 502, 13 Sup. Ct. 640, 37 L. ed. 537: 1929.
Bendey v. Townsend, 109 U. S. 665, 27 L. ed. 1065: 1295, 1572.
Bendheim, *Re*, 180 Fed. 918: 2140.
Benedict, *Re*, 140 Fed. 55: 950, 2104, 2109.
Benedict, *Re*, Hall, J., 4 West. L. Month. 449: 1504.
Benedict v. Arnoux, 38 N. Y. Supp. 882: 607.
v. Dixon, 47 N. Y. Super. Ct. (15 J. & S.) 379): 1885.
v. Dixon, 47 N. Y. Super. Ct. (15 J. & S.) 477: 1884.
v. St. Joseph & W. R. Co., 19 Fed. 173: 943.
v. Williams, 10 Fed. 208, 20 Blatchf. 276: 1898.
v. Williams, 11 Fed. 547: 1898.
Benedicto v. De la Rama, 3 Phil. Rep. 34: 273.
The Benefactor, 103 U. S. 247, 26 L. ed. 354: 1995.
Benites v. Hampton, 123 U. S. 519, 31 L. ed. 260: 2509, 2512.
Benjamin, *Re*, C. C. A., 136 Fed. 175, 14 Am. B. R 481: 2152
Benjamin, *Re*, 140 Fed. 320: 2101.
Benjamin v. Chandler, 142 Fed. 217: 2173, 2181, 2183.

[References are to pages.]

Benjamin v. New Orleans, C. C. A., 74 Fed. 417: 207.
v. New Orleans, 169 U. S. 161, 42 L. ed. 700: 2376.
Benjamin Schwartz & Sons v. Kennedy, 142 Fed. 1027: 663, 664.
v. Kennedy, 156 Fed. 316: 618.
Benjamin's Heirs v. Dubois, 118 U. S. 46, 30 L. ed. 52: 2428.
Benjamon v. Brooklyn Union El. R. Co., 120 Fed. 428: 154.
Benner v. Blummer-Frank Drug Co., 198 Fed. 362: 2183.
v. Hayes (C. C. A.), 80 Fed. 953: 2518
v. Porter, 9 How. 235, 13 L. ed. 119: 3.
Bennet v. Going, 1 Molloy, 529: 1333.
v. Vade, 2 Atk. 325; Colton v. Ross, 2 Paige (N. Y.) 396: 489.
Bennett, *Re*, C. C. A., 153 Fed. 673: 2213.
Bennett v. Attkins, 1 Y. & C. 247: 1282.
v. Bennett, 208 U. S. 505, 52 L. ed. 590: 802.
v. Bennett, Deady, 299: 1078, 1481, 1507.
v. Butterworth, 11 How. 669, 13 L. ed. 859: 336, 1422, 1529, 1600.
v. Colley, 2 M. & K. 225: 939.
v. Colley, 5 Sim. 181, 192: 939.
v. Devine, 45 Fed. 705: 53, 54.
v. Going, 1 Molloy, 527: 1332.
v. Hamill, 2 Sch. & Lef. 566: 1265, 1417.
v. Hoefner, 17 Blatchf. 341: 621.
v. Honywood, Ambler, 708: 426.
v. Lawrence, 71 N. Y. App. Div. 413, 75 N. Y. Supp. 902: 789.
v. Neale, Wightwick, 324: 631, 1205.
v. Schooley, 77 Fed. 352: 1397, 1401, 1408.
v. U. S., C. C. A., 194 Fed. 630: 1666.
Bennett Shoe Co., *Re*, 140 Fed. 687: 2074.
Benoist v. Smith, 191 Fed. 514: 156, 636.
Bensinger Self-Adding Cash Register Co. v. National Cash Register Co., 42 Fed. 81: 192.
Benson, *Re*, 34 Fed. 649: 1637.
Benson, *Re*, 58 Fed. 962, 972: 1511, 1662.
Benson v. Hadfield, 4 Hare, 32: 509.
v. Henkel, 198 U. S. 1, 15, 49 L. ed. 919, 924: 1628, 1723.
v. McMahon, 127 U. S. 457, 8 S. Ct. 1240, 32 L. ed. 234: 1483, 1521, 1634, 1638.
Bentley v. Joslin, Hempst. 218: 925.
Bentlif v. London & C. F. Corp. Ld., 44 Fed. 667: 1768.
Benton v. U. S., 5 Ct. Cl. 692: 2328.
v. Woolsey, 12 Pet. 27, 9 L. ed. 616: 460.
v. oWolsey, 12 Pet. 27, 9 L. ed. 987: 460, 464, 2540.
Bergemann v. Backer, 157 U. S. 655, 30 L. ed. 845: 1510.
Bergen, *Re*, 2 Hughes, 513: 1541, 1542.
Berger, *Re*, 200 Fed. 325: 2249, 2252.
Berger v. Dougles County Com'rs, 5 Fed. 23, 2 McCrary, 483: 97.
v. Sperry, 95 U. S. 401, 24 L. ed. 390: 473.
Berger's Case, 36 Ct. Cl. 243: 2310.
Bergman v. Inman, 91 Fed. 293: 206.
v. Inman, Poulsen & Co., 91 Fed. 293: 24, 25, 31.
Bergmann v. Manes, 141 App. Div. (N. Y.) 102: 2254.
Berkebile, *Re*, C. C. A., 144 Fed. 577: 2288.
Berkeley, *Re*, 203 Fed. 7: 1256.
Berkey v. Cornell, 90 Fed. 711: 1430.
Berkowitz, *Re*, 173 Fed. 1012: 1045, 1046, 2112.
Berkowitz v. U. S., C. C. A., 93 Fed. 452, 35 C. C. A. 379: 1712.
Berliner Gramophone Co. v. Seaman, C. C. A., 113 Fed. 750: 718, 776, 2566.
Berman, *Re*, 140 Fed. 761: 2221.
Berman, *Re*, 165 Fed. 383: 2116.
Bernard v. Abel, C. C. A., 156 Fed. 649: 1607.
v. Frank, C. C. A., 179 Fed. 516: 1363.
Bernard's Township v. Stebbins, 109 U. S. 341, 27 L. ed. 956: 320, 1171.
Bernardin v. Northall, 77 Fed. 849: 85, 537.

[References are to pages.]

Berney v. Sewell, 1 J. & W. 647: 938.
Bernhard v. Bruner, 65 Ill. App. 641: 692.
Bernheim v. Birnbaum, 30 Fed. 885, 887: 24, 25, 206.
Bernheimer v. Converse, 206 U. S. 516: 362.
Bernie v. Vandever, 16 Ark. 616: 1215.
Bernier v. Griscom-Spencer Co., 161 Fed. 438: 475.
Bernina, The, 12 Prob. Div. 58: 1964.
Bernstein v. Danwitz, 190 Fed. 604: 67, 86, 542.
Berree, & Wolf, *Re*, 185 Fed. 224: 2147.
Berrian v. Chetwood, 9 Fed. 678: 1818.
Berry v. Lake E. & W. R. Co., 70 Fed. 679: 1569.
v. Sawyer, 19 Fed. 286: 626, 1060.
v. St. Louis & San Francisco R. Co., 118 Fed. 911: 1821.
v. The Montezuma, Fed. Cas. 1358a: 1971.
Berryman v. Board of Trustees of Whitman College, 222 U. S. 334: 41.
Bertenshaw, *Re*, C. C. A., 17 L.R.A. (N.S.) 886, 157 Fed. 363: 2112, 2114.
Bertha Zinc & Mineral Co. v. Carico, 61 Fed. 132: 1426, 1790, 1808, 1814.
v. Vaughn, 88 Fed. 566: 162, 204.
Berwind v. Canadian Pac. Ry. Co., 98 Fed. 158: 522.
Berwind-White Coal Min. Co. v. Martin, C. C. A., 124 Fed. 313: 1562.
v. Metropolitan S. S. Co., 183 Fed. 250: 988, 990.
Besser v. Munford, 63 Ga. 446: 1777.
Bessette v. W. B. Conkey Co., 194 U. S. 324, 24 Sup. Ct. 665, 48 L. ed. 997: 1368, 1374, 1509.
Besson & Co. v. Goodman, 147 Fed. 887: 686, 710, 786.
Best v. Kessler (C. C. A.), 130 Fed. 24: 2476.
v. New York Life Ins. Co. (Ohio), 2 Cin. Super. Ct. Rep'r, 329: 1851
Beswick v. Dorris, 174 Fed. 502: 445.
Betancourt v. Mutual R. F. L. Ass'n, 101 Fed. 305: 131, 132.
Bethlehem Iron Co. v. Hoadley, 152 Fed. 735: 1577.
Bettes v. Brower, 184 Fed. 342: 629, 868.
v. Dana, 2 Sumn. 383: 447, 752, 756.
Betts v. Barton, 3 Jur. (N. S.) 154: 1164.
v. Lewis, 19 How. 72, 15 L. ed. 576: 1174.
v. U. S., C. C. A., 132 Fed. 228, 231: 2553.
Bevins, *Re*, C. C. A., 165 Fed. 434: 2058, 2061.
Beyer v. Le Fevre, 186 U. S. 114, 118, 46 L. ed. 1080, 1082: 1200.
v. Soper Lumber Co., 76 Wis. 145, 44 N. W. 750, 833: 1823.
Bibb v. Allen, 149 U. S. 481, 488, 37 L. ed. 819, 822: 1148, 1149, 1153, 1158.
Bibber-White Co. v. White River Val. El. R. Co., C. C. A., 115 Fed. 786: 984, 988, 990, 2427.
v. White River Valley El. R. Co., 175 Fed. 470: 991, 1006, 1032, 1218, 1235.
Bick *Ex parte* (C. C. S. D. N. Y.), 155 Fed. 908: 1360.
Bickerdike v. Allen, 157 Ill. 95, 41 N. E. 740, 29 L.R.A. 782: 748.
Bickett v. Morris, L. R. 1 H. L. Sc. 47: 899.
Bickford v. McComb, 88 Fed. 428: 450.
v. Skewes, 8 Sim. 206: 1085.
Bicycle S. Co. v. Gordon, 57 Fed. 529: 1173.
Biddle v. U. S., C. C. A., 156 Fed. 950: 279.
Bidwell v. Amsinck, C. C. A., 166 Fed. 752: 1594.
v. George B. Douglas Trading Co., C. C. A., 183 Fed. 93: 1590.
v. Huff, 103 Fed. 362: 324, 1900.
v. Huff, 176 Fed. 174: 1243, 1251.
v. Toledo Canal St. Ry. Co., 72 Fed. 10: 609.

[References are to pages.]

Bief v. Dyer. Chan. Cal. XI: 321.
Bien v. Robinson, 208 U. S. 423, 426, 52 L. ed. 556, 557: 2363.
Bienville Water Supply Co. v. Mobile, 95 Fed. 539: 69.
v. Mobile, 175 U. S. 109, 44 L. ed. 92: 69.
v. Mobile, 186 U. S. 212, 217, 46 L. ed. 1132, 1134: 1056.
Bierce v. Hutchins, 205 U. S. 340, 347, 27 Sup. Ct. 524, 51 L. ed. 828: 1184, 2542.
Biershenk v. Stokes, 18 N. Y. Supp. 854, reversing 43 St. Rep. (N. Y.) 788: 697.
Big Creek, G. C. & I. Co. v. Am. L. & Tr. Co., 127 Fed. 625, 633: 843.
Big Jim, The, 61 Fed. 503: 1934.
Big Meadows Gas Co., *Re*, 113 Fed. 974, 7 Am. B. R. 697: 2060, 2206.
Big Six Development Co. v. Mitchell, C. C. A., 1 L.R.A.(N. S.) 332, 138 Fed. 279: 330.
Bigby v. U. S., 188 U. S. 400, 47 L. ed. 519: 374, 2302.
Bigelow, *Ex parte*, 113 U. S. 328, 28 L. ed. 1005: 1476, 1477.
Bigelow v. Calumet & Hecla Min. Co., 155 Fed. 869: 18, 461, 522.
v. Chatterton, C. C. A., 51 Fed. 614: 1054.
Biggs v. Barry, 2 Curtis, 259: 1584.
Bigler v. Waller, 12 Wall. 142, 20 L. ed. 260: 2469, 2480.
Bigley v. The Venture, 21 Fed. 880: 1970.
Bignold v. Audland, 11 Simons, 23: 563, 565.
Billing, *Re*, 145 Fed. 395: 2123.
Billings v. Aspen M. & S. Co. 51 Fed. 338, 350: 439, 441, 444, 827.
v. Aspen M. & S. Co., in C. C. A., 52 Fed. 250: 444.
v. Aspen M. & S. Co., 53 Fed. 561: 2565.
Billingsea v. Gilbert, 1 Bland (Md.) 567: 625.
Bills v. New Orleans, St. L. & C. R. Co., Fed. Cas. No. 1,409 13 Blatchf. 227: 1896, 1906.
v. Schliep, C. C. A., 127 Fed. 103: 2257.
Bimberg, *Re*, 121 Fed. 942: 2238, 2259.
Bingham, *Re*, 94 Fed. 796: 2208.
Bingham v. Cabbot, 3 Dall. 19, 1 L. ed. 491: 2541.
v. Cabot, 3 Dall. 382, 1 L. ed. 646: 473.
v. Luddington, 12 Blatchf. C. C. 237: 449.
v. Morris, 7 Cranch, 99, 3 L. ed: 281: 2511.
Bininger, *Re*, 7 Blatchf. 159: 1443.
Binks v. Binks, 2 Bligh, P. C. 593: 1389.
Binney v. Cumberland Ely Copper Co., 183 Fed. 650, 653: 519, 522, 525.
Birch, Shelf, *Re*, on Lun. 146: 940.
Birch v. Corbin, 1 Cox Eq. 144: 564.
v. Steele, C. C. A., 165 Fed. 577: 815, —, 817, 2123, 2285, 2293.
Bird, *Re*, 180 Fed. 229: 2177.
Bird v. Cockrem, Fed. Cas. No. 1,429 (2 Woods, 32): 93.
v. Halsy, 87 Fed. 671: 1149.
v. Littlehales, 3 Swanst. 300, n.: 1001.
v. People's Gas & El. Light Co., 158 Fed. 903: 941, 946.
Birdsall v. Hagerstown Agricultural Imp. Co., 1 Baun. & A. 426: 1371.
v. Perego, 5 Blatchf. 251: 719.
Birdsell v. Hagerstown Agr. Imp. Mfg. Co., 1 Hughes, 647 Fed. Cas. No. 1,437: 856.
v. Shaliol, 112 U. S. 485-487 28 L. ed. 768, 769: 410.
Birdseye v. Nickerson, 140 U. S. 672, 11 Sup. Ct. 1017, 35 L. ed. 403: 1891, 1923.
v. Schaeffer, 140 U. S. 117, 11 Sup. Ct. 885, 35 L. ed. 402: 1927.
v. Shaeffer, 37 Fed. 821: 1763, 1891, 1923.
Birdsong, *Re*, 39 Fed. 599: 1357.
Birdsong v. Birdsong, 2 Head (Tenn.), 289: 823.
Birkenhead Docks v. Laird, 4 De G. M. & G. 732: 1271.
Birkett v. Columbia Bank, 195 U. S. 345, 350, 49 L. ed. 231: 2255.
Birmingham Coal & Iron Co. v. Southern Steel Co., 169 Fed. 212: 2103.
Bischoffscheim v. Baltzer, 10 Fed. 1: 1135, 1138, 1159, 1152.
v. Baltzer, 20 Fed. 890: 333.
v. Brown, 20 Fed. 541: 1103.

[References are to pages.]

Bishoff v. Wethered, 9 Wall. 812, 19 L. ed. 829: 658.
Bishop, *Re*, 153 Fed. 304: 2159.
Bishop v. Boston & M. R. R., 117 Fed. 771: 121.
v. State, 149 Ind. 233, 48 N. E. 1038, 39 L.R.A. 278: 75.
v. Willis, 2 Ves. Sen. 113: 814.
v. Winchester v. Fournier, 2 Ves. Sen. 445, 446: 1204, 1272.
Bissell v. Canada & St. L. R. Co., 39 Fed. 225: 1804.
v. Horton, Fed. Cas. No. 1,448: 101.
v. New York Cent. & H. R. R. Co., 67 Barbour (N. Y.) 385: 801.
v. Spring Valley Tp., 124 U. S. 225, 31 L. ed. 411: 660, 661.
Bissell C. S. Co. v. Goshen S. Co., C. C. A., 72 Fed. 545: 920, 1043.
Bissert, *Re*, 113 Fed. 12: 1521, 1651.
Bitterman v. Louisville & N. R. Co., 207 U. S. 205, 52 L. ed. 171: 36, 38, 325, 504, 853.
Bixby v. Blair, 56 Iowa, 416, 9 N. W. 318: 1834.
v. Couse, Fed. Cas. No. 1,451 (8 Blatchf. 73): 1790.
Black v. Black, 53 Fed. 985: 2480.
v. Black, 74 Fed. 978: 1529.
v. Henry G. Allen Co., 9 L.R.A. 433, 42 Fed. 618, 623: 486, 511, 513, 727.
v. Jackson, 177 U. S. 349, 44 L. ed. 801: 2442.
v. Lamb, 1 Beasley (N. J.), 108: 1204.
v. The Louisiana, 2 Pet. Adm. 268: 2006.
v. So. Pac. R. Co., 39 Fed. 565: 1995.
v. Thorne, 10 Blatchf. 66, 84: 631.
Blackburn v. Blackburn, 142 Fed. 901: 1787, 1811.
v. Crawford, 3 Wall. 175, 18 L. ed. 186: 1149, 1157.
v. Portland Gold Min. Co., 175 U. S. 571, 44 L. ed. 276: 26, 88, 97, 118, 120, 474, 1171, 1362, 1845.
v. Selma R. Co., 3 Fed. 689: 1246.
v. Selma, M. & M. R. Co., 2 Flippin, 525: 607, 633, 634.
Blackheath, The, 15 Fed. 758: 1952.
Blackie v. Neilson, 6 Bosw. (N. Y.) 681: 791.
Blacklock v. Small, 127 U. S. 96, 32 L. ed. 70: 98, 101, 103, 106, 204.
Blackman v. Central R. & B. Co., 58 Ga. 189: 825.
Blackstaff Engineering Co., *Re*, 200 Fed. 1019: 2212.
Blackwell v. Lynchburg & D. R. Co., 107 N. C. 217, 12 S. E. 133: 1865.
Blaffer v. New Orleans Water Supply Co. (C. C. A.), 160 Fed. 389:2429, 2458, 2481.
Blain v. Home Ins. Co., 30 Fed. 667: 1309.
Blair, *Re*, 99 Fed. 76: 2044, 2081.
Blair v. Chicago, 201 U. S. 400, 405, 449, 50 L. ed. 801, 804, 821: 70, 205, 328, 947.
v. Illinois S. Co. 159 Ill. 350, 31 L.R.A. 269: 701.
v. Illinois S. Co., 42 N. E. 895: 701.
v. Lippincott Gl. Co., 52 Fed. 226: 413.
v. Silver Peak Mines, 84 Fed. 737: 127, 649.
v. Silver Peak Mines, 93 Fed. 332: 127, 1920.
v. St. Louis, H. & K. R. Co., 19 Fed. 861, 862: 972, 973.
v. St. Louis, H. & K. R. Co., 20 Fed. 348: 1006.
v. St. Louis, H. & K. Ry. Co., 22 Fed. 471, 474: 957, 958, 959, 963, 968, 973.
v. St. Louis, H. & K. Ry. Co., 23 Fed. 521: 967, 971.
v. St. Louis, H. & K. Ry. Co., 23 Fed. 704: 959.
v. State, 81 Ga. 628, 7 S. E. 855: 1712.
v. Turtle, 5 Fed. 394: 604.
v. Turtle, 23 Alb. L. J. 435: 604.
v. West Point Mfg. Co., 7 Neb. 146: 1882, 1884.
Blake, *Re*, C. C. A., 150 Fed. 279: 2029.
Blake v. Blake, 18 W. 944: 1261.
v. Bogle, Macq. Pr. of H. of L., 244, note: 761, 2455.
v. Francis-Valentine Co., 89 691: 2095.
v. Greenwood Cem., 14 Blatchf. 342: 898.
v. Hawkins, 19 Fed. 204: 1308, 1312

[References are to pages.]

Blake v. Mckim, 103 U. S. 336. 26 L. ed. 563: 97, 101, 121.
v. Pine M. I. & C. Co., C. C. A., 76 Fed. 624: 145.
v. U. S., C. C. A., 71 Fed. 286: 1667.
Blake Cr. Co. v. Ward, Fed. Cas. No. 1,505: 1082.
Blakeley v. Briscoe, Hempst. 114: 332.
Blakemore, Ex parte, 5 Ch. Div. 372: 2203.
Blakemore v. Glamorganshire Canal Nav., 1 Mylne & Keen, 154, 162: 847, 850.
Blakeney v. Dufaur, 15 Beav. 40: 1023.
Blalock, *Re*, 118 Fed. 679: 2161, 2247.
Blalock v. Equitable Life Assur. Soc'y, 73 Fed. 655: 1899.
Blanchard v. Ammons, C. C. A., 183 Fed. 691: 2095.
v. Cawthorne, 4 Sim. 566: 974, 975.
v. Cooke, 144 Mass. 207: 619.
v. Dwight, 12 Wendell (N. Y.) 192: 1852.
v. Putnam, 8 Wall. 420, 19 L. ed. 433: 673.
Blanco v. Hubbard, 220 U. S. 233, 55 L. ed. 447: 2546.
Bland v. Fleeman, 29 Fed. 669: 105.
Blandy v. Griffith, 6 Fish. Pat. Cas. 434: 1409.
Blankfein, *Re*, 97 Fed. 191: 2146.
Blanks v. Klein (C. C. A.), 49 Fed. 1: 2497.
v. Klein, C. C. A., 78 Fed. 395: 1338.
Blanton v. Chalmers, 158 Fed. 907: 780, 786.
Blassengame v. Boyd, C. C. A., 178 Fed. 1: 1212, 1233.
Blease v. Garlington, 92 U. S. 1, 4–8, 23 L. ed. 521, 522–524: 1053, 1135, 2540.
Blecker v. Bond, 3 Wash. 529, 531: 1063.
Blessing v. John Traeger S. C. Works, 34 Fed. 753: 525.
Blewitt v. Blewitt (Miss.), 12 So. 249: 706.
Blight v. Fisher, Pet. C. C. 41: 1106, 1359.
Bliss v. Anaconda Copper Min. Co., 156 Fed. 309: 1230, 1232.
v. Brooklyn, 10 Blatchf. 217: 1340.
Bliss v. Brooklyn, 4 Fisher's Pat. Cas. 596: 879.
Blitz v. Brown, 7 Wall. 693: 2495.
Bloch, *Re*, 87 Fed. 981: 1643.
Bloch, *Re*, C. C. A., 109 Fed. 790, 6 Am. B. R. 300: 2066.
Block v. Atchison, T. & S. F. R. Co., 21 Fed. 529: 583.
v. Darling, 140 U. S. 234, 35 L. ed. 476: 2440.
L. ed. 167 Fed. 693: 2184, 2216.
v. Standard Distilling & Distributing Co., 95 Fed. 978: 1841.
v. U. S., 7 Ct. Cl. 406: 1063, 1064, 1070, 2338.
Blodgett v. Hobart, 18 Vt. 414: 709.
Blois v. Betts, 1 Dick. 336: 1026.
Blomfield v. Eyre, 8 Beav. 250: 904.
Blond, *Re*, 188 Fed. 452: 2198.
Blondheim v. Moore, 11 Md. 365: 1019.
Bloodworth-Stembridge Co., *Re*, 178 Fed. 372: 2229, 2231.
Bloomfield v. Eyre, 8 Beav. 250, 259: 558.
v. Roy, C. C. A., 120 Fed. 502, 503: 1035, 1036.
Bloomingdale v. Watson (C. C. A.), 128 Fed. 268: 2453.
Blossom v. Milwaukee & C. R. Co., 1 Wall. 655, 17 L. ed. 673: 1254, 2433.
v. Railroad Co., 3 Wall. 196, 18 L. ed. 43: 1237, 1240, 1244.
Blount, *Re*, 142 Fed. 263, 16 Am. B. R. 97: 2060.
Blount v. U. S., 21 Ct. Cl. 274: 2304.
v. Walker, 134 U. S. 607, 33 L. ed. 1036: 2406.
Blow v. Taylor, 4 Hen. & Munf. (Va.) 159: 919.
Blower v. Morrets, 3 Atk. 772: 744.
Bloxom v. Met. Railway, L. R. 3 Ch. App. 337: 318, 849.
Blue Bird Min. Co. v. Largey, 49 Fed. 289: 59, 88, 1921.
Blue Mountain Iron & Steel Co. v. Portner, C. C. A., 131 Fed. 57: 1091, 2073, 2122.
Blue Ridge Packing Co., *Re*, 125 Fed. 619: 2191.
Bluefields S. S. Co. v. Steele, C. C. A., 184 Fed. 584, 106 C. C. A., 561: 951.
v. Steele, C. C. A., 192 Fed. 23: 951.

[References are to pages.]

Bluefield Water Works & Imp. Co. v. Sanders, 63 Fed. 333: 258, 1055.
Bluegrass Canning Co. v. Steward, C. C. A., 175 Fed. 537: 2166, 2547.
Bluestone Bros., *Re*, 174 Fed. 53: 2097.
Blum v. State, 94 Md. 375, 56 L.R.A. 322: 2140.
Blumberg, *Re*, 94 Fed. 476, 479: 2258.
Blumberg v. A. B. & E. L. Shaw Co., 134 Fed. 608: 1531.
Blumenthal v. Shaw (C. C. A.), 70 Fed. 801: 2424.
Blumlein, *Re*, 45 Fed. 236: 313.
Blunt v. Clitherow, 6 Ves. 799: 979.
v. Smith, 7 Wheat. 248, 5 L. ed. 446: 2555.
Blydenstein v. N. Y. S. & Tr. Co., 59 Fed. 12: 655, 1763.
Blythe v. Hinckley, 84 Fed. 228: 576, 616, 617, 618, 706, 707.
v. Hinckley, 173 U. S. 501, 43 L. ed. 783: 2363, 2364.
Board of Com'rs v. Gorman, 19 Wall. 661, 22 L. ed. 226: 1347.
v. Home Sav. Bank, C. C. A., 200 Fed. 28: 1553, 1591.
v. Hurley, C. C. A., 169 Fed. 92: 2227.
v. Irvine, C. C. A., 126 Fed. 689: 201.
v. King, C. C. A., 54 Fed. 202: 1454.
L. ed. 822, 824: 2425, 2426.
v. Pierce, 90 Fed. 764: 94.
v. Schradsky, C. C. A., 97 Fed. 1, 38 C. C. A., 17: 1171.
v. Lucas, 93 U. S. 108, 113, 23
v. Sherwood, C. C. A., 64 Fed. 103: 1565.
v. Tome, C. C. A., 153 Fed. 81: 1454.
v. Vandriss, C. C. A., 115 Fed. 866: 56.
Board of Councilmen of Frankfort v. Deposit Bank, 120 Fed. 165: 1412, 2565.
v. Deposit Bank, C. C. A., 124 Fed. 18: 671, 2415, 2556.
Board of Councilmen v. Deposit Bank, C. C. A., 127 Fed. 842: 1382.
Board of Education v. Scovine, 13 Kan. 17, 30: 564.
Board of Liquidation v. McComb, 92 U. S. 531, 23 L. ed. 623: 394, 394, 442, 896.
Board of Trade v. Cella Commission Co., C. C. A., 145 Fed. —: 39.
v. Hammond Elevator Co., 198 U. S. 424, 49 L. ed. 1111: 585, 2361.
v. National Board of Trade, 154 Fed. 238: 782, 783.
Board of Trustees v. Blair, 70 Fed. 414: 98.
Board of Trustees of Mochican Tp., Ashland County v. Johnson, 133 Fed. 524, 66 C. C. A. 592: 1838.
Board of Trustees of Whitman College v. Berryman, 156 Fed. 112: 41.
Board of Water Com'rs v. Robbins, 125 Fed. 656: 1863, 1866.
Boardman, *Re*, 103 Fed. 783: 2160.
Boatmen's Bank v. Fritzlen, C. C. A., 135 Fed. 650: 102, 108, 1782, 1791, 1805, 1861, 1866.
v. Trower Bros. Co., 171 Fed. 964: 1566.
v. Trower Bros. Co., C. C. A., 181 Fed. 804: 1566.
Boatmen's Sav. Bank v. State Sav. Ass'n, 114 U. S. 265, 29 L. ed. 174: 2298.
v. Wagenspeck, 12 Fed. 66 (4 Woods, 130): 1895, 2428.
Boatner v. American Express Co., 122 Fed. 714: 141, 1783, 1916.
Bobbs-Merrill Co. v. Straus, 210 U. S. 339, 345, 28 Sup. Ct. 722, 52 L. ed. 1086: 84, 883.
Bock v. International Nav. Co., 124 Fed. 711: 1968.
v. Perkins, 28 Fed. 123: 92.
v. Perkins, 139 U. S. 628, 35 L. ed. 314: 91, 92, 1349.
Bockover v. Harris, 43 N. Y. Superior Ct. 548: 703.
Boddy v. Kent, 1 Meriv. 361, 364: 736, 1169.
Boden v. Demwolf, 56 Fed. 846: 1942.
Bodin, Republique, 1, c. 8, Ed. 1629, p. 132: 364.
Bodley v. Emporia Nat. Bank, 38 Kan. 59, 16 Pac. 88: 1892.

[References are to pages.]

Bodwell v. Crawford, 26 Kan. 292. 40 Am. Rep. 306: 893.
v. Willcox, 2 Caines (N. Y.), 104: 800.
Boehm v. U. S., 20 Ct. Cl. 142: 2307.
v. U. S., 21 Ct. Cl. 290: 2306.
v. Wood, T. & R. 332, 340: 1050.
Boesch v. Graff, 133 U. S. 697, 699, 33 L. ed. 787, 788: 1226, 1399.
Bofinger v. U. S., 18 Ct. Cl. 148, 165: 2303.
Bogart v. Hinds, 25 Fed. 484: 528, 1176.
v. The John Jay, 17 How. 399, 15 L. ed. 95: 1937.
v. So. Pac. Ry. Co., 228 U. S. 137, 57 L. ed. —: 2363.
Bogk v. Gasser, 149 U. S. 17, 26, 37 L. ed. 631, 635: 1598.
Bogue v. Chicago, B. & Q. R. Co., 193 Fed. 728, 734: 121, 192, 193, 196.
Bohanan v. Nebraska, 118 U. S. 231, 30 L. ed. 71: 2508.
Bohlander v. Heikes, C. C. A., (April 8, 1909) Fed. 167: 1078.
Bohn Mfg. Co. v. Hollis, 54 Minn. 223: 872.
v. Hollis, 55 N. W. 1119: 872.
Boise City Irr. & Land Co. v. Clark (C. C. A.), 131 Fed. 415: 2515.
Boise County v. Gorman, 19 Wall. 661, 22 L. ed. 226: 2491.
Bolckow, Vaughan & Co. v. Fisher, 10 Q. B. D. 161: 1121.
Bolden v. Jensen, 69 Fed. 745: 1955.
v. Jensen, 70 Fed. 505: 1939.
Boldenweck v. Bullis, 40 Colo. 253: 518.
Bolen v. People, 184 Ill. 338, 56 N. E. 408: 1095.
Bolen-Darnall Coal Co. v. Hicks, C. C. A., 190 Fed. 717: 1596.
Boles, *Re*, (C. C. A.), 48 Fed. 75: 1473, 2412.
Bolinger, *Re*, 108 Fed. 374: 2223.
Bollen v. Nebraska, 176 U. S. 83, 44 L. ed. 382: 2403.
Bolles v. Bolles, 44 N. J. Eq. 385, 14 Atl. 593: 501.
v. Lehigh Valley R. Co., 127 Fed. 884: 206.
v. Town of Amboy, 40 Fed. 168: 1577.
Bollin v. Blythe, 46 Fed. 181, 183: 2322.
Bollman, *Ex parte*, 4 Cranch, 75, 2 L. ed. 554: 1470, 1473, 1480, 1509, 1628.
Bologh, *Re*, 185 Fed. 825: 2105, 2111.
Bolton v. Bolton, 2 S. & S. 371: 1169.
v. Liverpool, 1 Myl. & K. 88: 1123.
v. London School Board, 7 Ch. D. 766, 771: 914.
v. Martin, 1 Dallas, 296, 1 L. ed. 144: 602.
Bond v. Dustin, 112 U. S. 604, 607, 28 L. ed. 835, 836: 1551, 1559, 1560, 1566.
v. Howell, 11 Paige (N. Y.), 233: 616.
Bondereau v. Montgomery, 4 Wash. 186: 1153.
Bondurant v. Watson, 103 U. S. 281, 26 L. ed. 447: 1778, 2466.
Bondwant v. Watson, 103 U. S. 281, 285, 26 L. ed. 447, 449: 1837.
Bone v. The Norma, Newb. Adm. 533: 1318.
Boner, *Re*, 169 Fed. 727: 2040, 2251, 2252.
Bonifield v. Thorp (D. C.), 71 Fed. 924: 1059.
Bonin v. Gulf Company, 198 U. S. 115, 49 L. ed. 970: 87.
Bonnafee v. Williams, 3 How. 574, 11 L. ed. 732: 120, 121.
Bonner, *Re*, 151 U. S. 242, 259-262, 38 L. ed. 149, 152, 153: 1480, 1515.
Bonner v. Meikle, 77 Fed. 485: 1865, 1866, 1867.
v. U. S., 9 Wall. 156, 19 L. ed. 666: 2303.
Bonsack Mach. Co. v. National Cigarette Co., 64 Fed. 858: 1367.
Booco v. Mansfield, 66 Ohio St. 121, 64 N. E. 115: 790.
Boogher v. Insurance Co., 103 U. S. 90, 26 L. ed. 310: 1560, 1565, 2555.
Boom Co. v. Patterson, 98 U. S. 403, 406, 25 L. ed. 206, 207: 1609, 1611, 1773, 1774.
Boon v. Collingwood, 1 Dick. 115: 1050.
Boone v. Chiles, 10 Pet. 177, 9 L. ed. 388: 2535.
Boone County v. Burlington M. R. R. Co., 139 U. S. 684, 35 L. ed. 319: 648.

[References are to pages.]

Boon's Heirs v. Chiles, 8 Pet. 532, 8 L. ed. 1034: 109, 113, 409, 433, 434, 438, 445.
Boonville Nat. Bank v. Blakey, 107 Fed. 891, 47 C. C. A. 43: 2029, 2032, 2104, 2289.
Boose v. State, 10 Ohio St. 575: 1734.
Booth, *Re*, 96 Fed. 943, 2 Am. B. R. 770: 2101.
Booth v. Booth, 2 Atk. 343: 1184.
v. Clark, 17 How. 322, 15 L. ed. 164: 361.
v. Denike, 65 Fed. 43: 716, 1440, 1533.
v. Leycester, 1 Keen. 247: 1164.
v. U. S., C. C. A., 154 Fed. 836: 2566.
Bootle v. Blundell, 19 Ves. 494: 1061, 1206, 1209.
Borden's Condensed Milk Co. v. Baker, C. C. A., 177 Fed. 906: 328, 340, 348, 636.
The Bordentown, 40 Fed. 682, 687: 1990.
Borelli & Callahan, *Re*, 142 Fed. 296: 2068.
Borg, *Re*, 184 Fed. 640: 2245.
Borgmeyer v. Idler, 159 U. S. 408, 40 L. ed. 199: 78, 2376, 2369.
Borland v. Haven, 37 Fed. 394: 344.
Born v. Schneider, 128 Fed. 179: 1393, 2435.
Bornemann v. Norris, 47 Fed. 438: 1240.
Bornn Hat Co., *Re*, 184 Fed. 506: 1094, 1095, 1102.
Bors v. Preston, 111 U. S. 252, 28 L. ed. 419: 3, 1173, 2541, 2549.
Borsuk v. Blauner, 93 N. Y. App. Div. 306, 87 N. Y. Supp. 851: 789.
Boske v. Comingore, 177 U. S. 459, 460, 461, 44 L. ed. 846, 847: 176, 1093, 1511, 2368.
Bosler v. Booge, 54 Iowa, 251, 6 N. W. 301: 1833.
Bosny v. Williams, 185 Fed. 598: 1500.
Bostock v. North S. Ry. Co., 3 Sm. & Giff. 283: 847, 849.
Boston Belting Co. v. Judson, Fed. Cas. No. 1,674: 1896.
Boston D. Co. v. Florence Mfg. Co., 114 Mass. 69, 19 Am. Rep. 310: 896.
Boston Dry Goods Co., *Re*, C. C. A., 125 Fed. 226: 2285, 2289.
Boston El. Co. v. El. G. L. Co., 23 Fed. 838: 1531.
Boston M. Co. v. Eagle M. Co., 115 U. S. 221, 29 L. ed. 392: 2528, 2530.
Boston & M. Consol. Copper & Silver Min. Co. v. Montana Ore-Purchasing Co., C. C. A., 93 Fed. 274: 62, 63.
v. Montana Ore Purchasing Co., 188 U. S. 632, 47 L. ed. 626: 62, 63, 66.
v. Montana Ore P. Co., 188 N. S. 645, 47 L. ed. 634: 66.
Boston & M. R. Co. v. Gokey (C. C. A.), 149 Fed. 42: 2414.
v. Gokey, 150 Fed. 686: 1348.
Boston & Maine Railroad v. Gokey, 210 U. S. 155, 52 L. ed. 1002: 1414, 1425, 1438.
v. Hurd, 108 Fed. 116, 47 C. C. A. 615, 56 L.R.A. 193: 136, 1769.
Boston Marine Ins. Co. v. Metropolitan Redwood Lumber Co., C. C. A., 197 Fed. 703: 1298.
Boston & Aaxaca Min. Co., *Re*, 181 Fed. 422: 2073.
Boston S. D. & Tr. Co. v. Am. R. Tel. Co. 67 Fed. 165, 168: 831, 1035.
v. Chamberlain, C. C. A., 66 Fed. 847: 1031, 1035.
v. Mackay (S. D. N. Y.), 70 Fed. 801: 1811.
v. Racine, 97 Fed. 817: 103.
Boston Towboat Co. v. John H. Sesnon Co., 199 Fed. 445: 355.
Boston W. H. Co. v. Star Rubber Co., 40 Fed. 167: 404.
Bostwick v. Brinkerhoff, 106 U. S. 3, 27 L. ed. 73: 2400, 2421, 2422.
Boswell Nat. Bank v. Simmons, C. C. A., 190 Fed. 735: 2290.
Boswell v. Otis, 9 How. 336, 13 L. ed. 164: 591.
Bosworth v. St. Louis Terminal R. R. Ass'n., C. C. A., 80 Fed. 969, 53 U. S. App. 302: 1038.
v. St. Louis Terminal R. R. Ass'n., 174 U. S. 182, 189, 19 Sup. Ct. 625, 43 L. ed. 941: 1002, 1038, 1059.
Bothe, *Re*, C. C. A., 173 Fed. 597, Mo.: 2176.
Botis v. Davies, 173 Fed. 996: 1497.

References are to pages.]

Bottle Ceal Co. v. De La Vergne B. & S. Co., 47 Fed. 59: 1055.
Bottomley v. U. S., 1 Story (Mass.), 135, 153: 1313, 1338.
Bottoms v. St. Louis & S. F. R. Co., 179 Fed. 318: 62, 1757.
Bouch, *Re*, 199 Fed. 453: 2245, 2252.
Boudereau v. Montgomery, 4 Wash. 186: 1154, 1155, 1156, 1157.
Boudinot v. Symmes, Wallace, C. C. 139, Fed. Cas. No. 1,695: 614, 681.
Bouldin v. Phelps, 30 Fed. 547: 1054.
Boult v. Blunt, Cary, 72: 899.
Boulton v. Moore, 14 Fed. 922: 2006.
Bound v. S. Carolina Ry. Co., 43 Fed. 404: 968, 1031.
v. South Carolina Ry. Co., 46 Fed. 315: 1237, 1242.
v. South Carolina Ry. Co., 55 Fed. 186: 1237, 2491.
v. South Carolina Ry. Co., 59 Fed. 509: 1333.
v. S. C. R. Co., 62 Fed. 536: 968.
v. South Carolina Ry. Co., 174 Fed. 729: 1012.
Bourke v. Amison, 32 Fed. 710: 574, 577, 578.
Bourlier Cornice & Roofing Co., *Re*, 133 Fed. 958: 2108.
Bourne v. Maybin, 3 Woods, 724, 741: 1031.
Bowden v. Burnham, 59 Fed. 752, 8 C. C. A. 248, 19 U. S. App. 448: 24, 25, 206, 715, 1425, 1429, 1440, 1533.
v. Johnson, 107 U. S. 251, 27 L. ed. 386: 2446.
Bowdoin College v. Merritt, 59 Fed. 6: 607, 838, 860.
v. Merritt, 63 Fed. 213: 103, 521, 1172.
Bowe v. U. S., 42 Fed. 761, 782: 371, 2323.
Bowen v. Chase, Fed. Cas. No. 1,720 (7 Blatchf. 255): 1867.
v. Chase, 94 U. S. 812, 824, 24 L. ed. 184, 187: 329.
Bower-Barff R. I. Co. v. Wells R. I. Co., 43 Fed. 391: 786.
Bowers v. Atlantic G. & P. Co., 104 Fed. 887: 197.
v. Bucyrus Co., 132 Fed. 39: 527, 529.
Hydraulic Dredging Co. v. Vare, 112 Fed. 63: 411.
Bowie v. Talbot, 1 Cranch, C. C. 247: 1142.
Bowker v. Haight & Freese Co., 140 Fed. 794: 842.
v. Haight & Freese Co., 140 Fed. 796: 1005.
v. Haight & Freese Co., 140 Fed. 797: 180, 954.
v. Haight v. Freese Co., 157 Fed. 1006: 953.
v. Haight & Freese Co., S. D. N. Y., May 10, 1905: 942, 950, 951.
v. Haight & Freese Co., U. S. S. C., S. D. N. Y., June 29, 1905: 1001.
v. Hill, 115 Fed. 528: 347.
v. U. S., 186 U. S. 135, 46 L. ed. 1090: 691, 2434.
Bowles v. H. J. Heinz Co., 188 Fed. 937: 1800, 1811.
v. Stewart, 1 Scho. & Lefr. 209: 406.
Bowling Green Tr. Co. v. Va. Passenger & Power Co., 132 Fed. 921: 823, 824, 831.
v. Virginia Passenger & Power Co., 133 Fed. 186: 1024.
v. Virginia Passenger & Power Co., 164 Fed. 753: 823, 824, 1236, 1237.
Bowman v. Atchison, T. & S. F. Ry. Co., C. C. A., 184 Fed. 697: 1598.
v. Bell, 14 Sim. 392: 1018.
v. Bowman, 30 Fed. 849: 23, 324, 1772.
v. Chicago & N. W. Ry. Co., 115 U. S. 611, 616, 29 L. ed. 502, 504: 29, 55.
Bowman Cycle Co. v. Dyer, 23 Misc. (N. Y.) 620, 52 N. Y. Supp. 159: 792.
Bowman's Devisees v. Wathen, 2 McLean, 376: 509.
Bowman v. Harris, 95 Fed. 917: 94, 146.
v. Sheldon, 5 Sand. (N. Y.) 657: 1082.
Bowyer v. Bright, 13 Price, 316: 773, 1397.
v. Pritchard, 11 Price, 103: 567.
Boyce v. Continental Wire Co., 125 Fed. 740: 1267.
v. Grundy, 3 Pet. 210, 7 L. ed. 655: 333.
v. Guaranty Co., C. C. A., 111 Fed. 138, 7 Am. B. R. 6: 2060.

[References are to pages.]

Boyce v. Gundy, 9 Peters, 276, 9 L. ed. 127: 2560.
v. Tabb, 18 Wall. 546, 21 L. ed. 757: 1568.
v. U. S. Fidelity & Guaranty Co. of Maryland, C. C. A., 111 Fed. 138: 2191.
Boyd, Ex parte, 105 U. S. 647, 26 L. ed. 1200: 336, 1345.
Boyd, *Re*, 105 U. S. 647, 26 L. ed. 1200: 1343.
Boyd v. Arnold, Loucheim & Co., C. C. A., 149 Fed. 187: 2246.
v. Clark, 13 Fed. 908: 1971.
Boyd v. Gill, 19 Fed. 145 (21 Blatchf. 543): 1784, 1796, 1824.
v. Glucklich, C. C. A., 116 Fed. 131, 140, 8 Am. B. R. 393, 397: 2114, 2115, 2116.
v. Great Western Coal & Coke Co., 189 Fed. 115: 61, 62, 80.
v. Hankinson, C. C. A., 92 Fed. 49: 519.
v. Hawkins, 2 Dev. (N. C.) Eq. 195: 478, 712.
v. Heinzelman, 1 Ves. & B. 381: 1186.
v. Lemmon & Gale Co., C. C. A., 114 Fed. 647, 8 Am. B. R. 81: 2067.
v. Nebraska, 143 U. S. 135, 36 L. ed. 103: 1526, 2399.
v. Schneider, C. C. A., 131 Fed. 223: 496.
v. Thayer, 143 U. S. 135, 36 L. ed. 103: 477.
v. U. S., 116 U. S. 616, 6 Sup. Ct. 524, 29 L. ed. 746: 1097, 1129, 1621, 1718.
Boyden v. Burke, 14 How. 575, 14 L. ed. 548: 1072.
Boyer, *Ex parte*, 109 U. S. 629, 27 L. ed. 1056: 1932.
Boyer v. Boyer, 113 U. S. 689, 701, 28 L. ed. 1089, 1092: 1175.
Boykin v. Persons, 95 Ala. 626, 11 So. 67: 793.
Boyle, *Re*, (Idaho, 1899), 57 Pac. 706: 1503.
Boyle v. Farmers' L. & Tr. Co., C. C. A., 80 Fed. 930: 1248.
v. Great N. Ry. Co., 63 Fed. 539: 1292, 1341.
v. Stuttgart & A. R. R. (C. C. A.), 84 Fed. 9: 2451.
v. Zacharie, 6 Pet. 648, 8 L. ed. 532: 348, 2423.
Boylen v. McAvoy, 29 How. Pr. (N. Y.) 278: 801.
Boynton, *Re*, 10 Fed. 277: 2046, 2053.
Brace v. Taylor, 2 Atk. 253: 1181.
Bracken v. Martin, 3 Yerg. (Tenn.) 55: 1185.
v. Rosenthal, 151 Fed. 136: 508, 510.
v. Union Pac. Ry. Co. 56 Fed. 447: 600.
v. Union Pac. Ry. Co., C. C. A., 75 Fed. 347: 600.
Braddock Br. Co. v. Pfaudler V. M. Co., C. C. A., 106 Fed. 604: 995.
Bradford Belting Co. v. Kisinger-Ison Co., C. C. A., 113 Fed. 811: 657.
Bradford v. Felder, 2 M'Cord (S. C.), Ch. 170: 727.
v. Southern Ry. Co., 195 U. S. 243, 251, 49 L. ed. 178, 181: 351, 1290, 1341.
v. Union Bank of Tenn., 13 How. 57, 14 L. ed. 49: 691.
Bradford's Petition, *Re*, C. C. A., 139 Fed. 518, 71 C. C. A., 334: 351, 1290.
Bradhurst v. Townsend, 11 Hun (N. Y.) 104: 697.
Bradley, *Ex parte*, 7 Wall. 364, 19 L. ed. 214: 1449.
Bradley v. Eccles (C. C. A.), 126 Fed. 945: 2521.
v. Railroad Co., 119 N. C. 744: 1883.
v. Reed, 2 Pittsb. (Pa.) 519: 864.
v. Reed, 12 Pitts. L. J. 65: 920.
v. State, 32 Ark. 722: 1712.
Bradley & H. Mfg. Co. v. Charles Parker Co., 17 Fed. 240: 874.
Bradley Timber Co. v. White, C. C. A., 121 Fed. 779: 2079.
Bradshaw v. Miners' Bank, (C. C. A.), 81 Fed. 902: 143, 2430.
Bradstreet, *Ex parte*, 4 Pet. 102, 7 L. ed. 796: 1448, 1449.
Bradstreet, *Ex parte*, 6 Pet. 774, 8 L. ed. 577: 1448.
Bradstreet, *Ex parte*, 7 Pet. 634, 8 L. ed. 810: 1449, 2554.
Bradstreet, *Ex parte*, 8 Pet. 588, 8 L. ed. 1054: 1448, 1449.
Bradstreet Co. v. Higgins, 112 U. S. 227, 28 L. ed. 715: 2440, 2441.

[References are to pages.]

Bradstreet Co. v. Higgins, 114 U. S. 262, 29 L. ed. 176: 1289.
Bradstreet v. Neptune Ins. Co., 3 Sum. 601: 658.
Braduin v. Harpur, Ambler, 374: 435.
Bradwell v. Weeks, 1 J. Ch. (N. Y.) 325: 357.
Brady, *Re*, 169 Fed. 152: 2288.
Brady v. Bay State Gas Co., 106 Fed. 584: 1020.
v. Bernard & Kittinger, C. C. A., 170 Fed. 576: 2288, 2290, 2291.
v. Daly, 175 U. S. 148, 44 L. ed. 109: 2375.
v. McCorker, 1 Barb. Ch. 343: 406.
v. McCorker, 1 N. Y. 214: 406.
v. Smith Shore Traction Co., 197 Fed. 669: 1260.
v. South Shore Traction Co., 197 Fed. 669: 849, 998.
Bragasa, *Re*, 103 Fed. 936: 2248, 2249.
Bragassa v. St. Louis Cycle Co., C. C. A., 107 Fed. 77: 2249.
Bragdon v. Perkins, Campbell Co., 82 Fed. 338: 1907.
Bragg v. Mayor, etc. of N. Y., 141 Fed. 178: 875, 877.
v. Tibbs, 44 Ga. 294: 1885.
Bragg Mfg. Co. v. N. Y., 141 Fed. 118: 1088.
Bram v. U. S., 168 U. S. 532, 42 L. ed. 568: 1698.
Braman v. Farmers' L. & Tr. Co., C. C. A., 114 Fed. 18, 21: 987, 1030, 1031, 1034, 1035, 1036.
Bramhall v. U. S., 6 Ct. Cl. 238: 2348.
Bramlett, *Re*, 161 Fed. 588: 2253.
Bramston v. Carter, 2 Sim. 458: 574, 728.
Branaman v. Harris, 189 Fed. 461: 381.
Branch v. Texas Lumber Mfg. Co., C. C. A., 53 Fed. 849: 2476.
Brande v. Gilchrist, 18 Fed. 465: 690, 1792.
Brandenstein v. Helvetia Swiss Fire Ins. Co., 159 Fed. 589, § 51: 1532.
Brandies v. Cochrane, 105 U. S. 262, 26 L. ed. 989: 2161, 2462, 2470, 2472.
Brandon v. Ard, 211 U. S. 11, 53 L. ed. 68: 666.
v. Brandon, 5 Madd. 473: 978.
Brandon Mfg. Co. v. Prime, 14 Blatchf. 371: 700, 701.
Brandreth v. Lance, 8 Paige (N. Y.), 24, 28, 34 Am. Dec. 368: 847, 896.
Brannen v. U. S., 20 Ct. Cl. 219: 2331.
Brant, *Re*, 96 Fed. 257: 811, 951, 1017, 1018.
The Brantford City, 32 Fed. 324: 1983.
Brashear v. Mason, 6 How. 92, 12 L. ed. 357: 1457.
Brasher v. Van Cortlandt, 2 J. Ch. (N. Y.) 242, 247: 571.
Brasher's Ex'rs. v. Van Cortlandt, 2 Johns. Ch. (N. Y.) 242: 400.
Brassey v. N. Y. & N. E. R. Co., 19 Fed. 663: 944.
Braverman, *Re*, 199 Fed. 863: 2250.
Bray v. Cobb, 91 Fed. 102: 2090, 2121, 2123, 2125, 2127.
v. Cobb, 100 Fed. 270, 3 Am. B. R. 788: 2167, 2168.
v. Johnson, C. C. A., 166 Fed. 57: 2108, 2191, 2266.
v. Staples, C. C. A., 180 Fed. 321: 1039, 1334.
Brayley v. Hedges, 53 Iowa, 582, 5 N. W. 748: 1826.
Brazill v. Isham, 12 N. Y. 9, 17: 524.
Breckenridge, *Re*, 31 Neb. 489, 48 N. W. 142: 1863.
Bredin v. National Metal Weather-strip Co., 147 Fed. 741: 670.
Bredin v. Solnson, 145 Fed. 944: 413.
Breen, *Re*, 73 Fed. 458: 1637.
Breeden v. Lee, 2 Hughes, 484: 868.
Breedlove v. Nicolet, 7 Pet. 413, 8 L. ed. 731: 2547.
Breese v. U. S., 226 U. S. 1, 57 L. ed. —: 1694, 1702, 1703.
Breiner, *Re*, 129 Fed. 155: 2248.
Bremena, The, v. Card, 38 Fed. 144: 1955.
Brendel v. Charch, 82 Fed. 262: 161.
Brenner, *Re*, (M. D. Pa., Sept. 13, 1911) 190 Fed. 209: 2129.
Brent v. Hagner, 5 Cranch (C. C.) 71, 6 Opinions of Attorney General, 223: 384.
Breslauer, *Re*, 121 Fed. 910: 2076.
Brett, *Re*, 130 Fed. 981: 2080.
Brevard v. Summar, 2 Heisk. (Tenn.) 97, 105: 1546.

[References are to pages.]

Brew v. Cochran, 141 Fed. 459: 446.
Brewer v. Boston Theatre, 104 Mass. 378: 523.
v. Jacobs, 22 Fed. 217: 1551.
Brewster v. Shuler, 38 Fed. 549: 1308.
v. Wakefield, 22 How. 118, 129, 16 L. ed. 301: 436, 2257, 2358, 2450, 2451.
Brice, *Re*, 93 Fed. 942, 2 Am. B. R. 197: 2040, 2041, 2046, 2047.
Brice v. Somers, Fed. Cas. No. 1,856 (1 Flip. 574): 1827.
Brickill v. Hartford, 57 Fed. 216: 677.
v. Mayor, etc., of N. Y., 55 Fed. 565: 1256.
Bridge Proprietors v. Hoboken L. & I. Co., 1 Wall. 116, 17 L. ed. 571: 2403.
Bridgeport El. & Ice Co. v. Meader, C. C. A., 72 Fed. 115: 168.
Bridges v. Sheldon, 7 Fed. 17, 45–47: 603, 604, 1359, 1375, 1376.
Brig Aldebaran, The, Ole. Adm. 130, 1 Fed. Cas. No. 150: 1952.
Brig Ann, The, 9 Cranch, 289, 3 L. ed. 734: 2013.
Brig Harriet, The, Fed. Cas. No. 6,096: 1947.
Briges v. Sperry, 95 U. S. 401, 24 L. ed. 390: 503, 507.
Briggs v. Dav. 21 Fed. 727: 1991.
v. French, 2 Sumn. 251, 255, 256: 131, 132.
v. Neal, C. C. A., 120 Fed. 224: 1212.
v. Stroud, 58 Fed. 717, 720: 607, 636.
v. The Light Boats, 11 Allen (Mass.), 157: 365.
v. Traders' Ins. Co., 145 Fed. 254: 519, 1173.
v. Wilson, 5 De Gex, M. & G.
Brigham v. C. C. Thompson Lumber Co., 55 Fed. 881: 1846, 1847, 1848, 1892.
v. Luddington, 12 Blatchf. 237: 595.
Brigham City v. Toltes Ranch Co. (C. C. A.), 101 Fed. 85: 2447.
Brigham-Hopkins Co. v. Gross, 107 Fed. 769: 25.
Bright v. Milwaukee & St. P. R. Co., 14 Blatchf. 214: 1881, 1924.
Bright v. Milwaukee & St. P. R. Co., Fed. Cas. No. 1,877 (14 Blatchf. —: 1924.
v. State, 76 Ala. 96: 1707.
v. State, 76 Ala. 96: 1707.
v. U. S., 6 Ct. Cl. 118: 2305, 2311.
v. U. S., 8 Ct. Cl. 326: 2305, 2311.
v. U. S., 12 Ct. Cl. 646: 2345.
Brigstocke v. Roch, 7 Jur. (N. S.) 63: 1114.
Brill v. Peckham Mfg. Co., 129 Fed. 139: 876.
Brinckerhoff v. Brown, 7 J. Ch. (N. Y.) 217: 1195.
v. Holland Trust Co., 146 Fed. 203: 837.
v. Holland Tr. Co., 159 Fed. 191: 667, 702.
Brinckmann, *Re*, 103 Fed. 65, 4 Am. B. R. 551: 2060, 2061.
Brine v. Insurance Co., 96 U. S. 627, 24 L. ed. 858: 342, 645, 1197, 1268, 1573.
Brinkerhoff v. Brinkerhoff, 8 Abb. N. C. 207: 711.
v. Brown, 6 J. Ch. (N. Y.) 139, 155: 504.
v. Morris Canal & Banking Co., 18 Fed. 97: 1837.
Brinkley v. Louisville & N. R. Co., 95 Fed. 345: 1291, 2481.
v. Smithwick, 126 Fed. 686: 2074, 2075, 2090.
Brisco v. Minah Consol. Min. Co., 82 Fed. 952: 408.
Briscoe v. Commonwealth Bank, 9 Pet. 85, 9 L. ed. 60: 2527.
v. Dist. of Columbia, 221 U. S. 547, 55 L. ed. 848: 2477.
v. Southern Kan. Ry. Co., 40 Fed. 273: 219, 228, 256.
v. Southern Kan. Ry. Co. 144 U. S. 133, 36 L. ed. 377: 219.
Brisenden v. Chamberlain, 53 Fed. 307: 121, 128, 1769, 1819.
Briskman, *Re*, 132 Fed. 201: 2100, 2110, 2111, 2112.
Brissell v. Knapp, 155 Fed. 809: 409.
Bristol v. U. S., C. C. A., 129 Fed. 87, 88: 1290, 1291.
Britania Mining Co., *Re*, D. Wis. 197 Fed. 459: 1240.
Britannia Min. Co., *Re*, 197 Fed. 459: 2035, 2037.

[References are to pages.]

British Q. Min. Co. v. Baker S. Min. Co., 139 U. S. 222, 35 L. ed. 147: 1560, 1561.
British & South A. S. N. Co. v. Delaware, L. & W. R. Co., 195 Fed. 984: 1298, 1300, 1301.
Britton v. Brewster, 2 Fed. 160: 489.
v. Hill, 12 C. E. Green (N. J.), 389: 869.
Broadhead v. Shoemaker, 85 Ga. 728, 11 S. E. 845: 1883.
Broadis v. Broadis, 86 Fed. 951: 143.
Broadmoors Land Co. v. Curr, C. C. A., 133 Fed. 37: 1614.
Broadway Ins. Co. v. Chicago & G. W. Ry. Co., 101 Fed. 507, 510: 61, 1795, 1892, 1912, 1921, 1931.
Broadway Savings Trust Co., *Re*, C. C. A., 152 Fed. 152: 2049, 2084.
Brochon v. Wilson, 91 Fed. 617: 159, 345.
Brock v. Fuller Lumber Co., C. C. A., 153 Fed. 272: 718, 723, 1547, 1548.
Brockett v. Brockett, 2 How. 238, 11 L. ed. 251: 1983, 2460, 2472, 2480, 2483.
v. Brockett, 3 How. 691, 11 L. ed. 786: 1208, 2548.
Brockton Ideal Shoe Co., *Re*, 194 Fed. 233: 2036.
Brockton Ideal Shoe Co., *Re*, C. C. A., 200 Fed. 745: 799, 2036, 2037.
Brockway, *Re*, 12 Fed. 69: 2245.
Brockway v. Oswego, 40 Fed. 612: 1463, 1466.
Brod, *Re*, 166 Fed. 1011: 2249.
Brodbine, *Re*, 93 Fed. 643: 2160.
Broderick's Will, 21 Wall. 503, 519, 520, 22 L. ed. 599, 605, 606: 161, 323, 342, 646, 647.
Brodhead v. Shoemaker, 44 Fed. 518, 11 L.R.A. 567: 1771, 1809, 1825, 1867.
v. Shoemaker, 85 Ga. 728, 11 S. E. 845: 1883.
Brodie v. Barry, 3 Meriv. 695: 939.
v. Ophir Silver Mining Co., 4 Fish. 37: 1273.
v. St. Paul, 1 Ves. Jr. 326: 1284.
Bromley v. Smith, 1 Simmons, 8, 11: 424.
Bronson v. Keokuk, 2 Dill. 498: 598, 600.
v. La Crosse & M. R. Co., 1 Wall. 405, 17 L. ed. 616: 2491, 2492.
v. La Crosse & M. R. Co., 2 Wall. 283, 17 L. ed. 725: 701, 821, 825.
v. Railroad Co., 2 Black, 524, 17 L. ed. 359: 821, 1258, 2428.
v. Schulten, 104 U. S. 410, 417, 26 L. ed. 797, 799: 1427, 1605, 1606.
v. St. Croix L. Co., 35 Fed. 634: 1789, 1911.
Bronstein, *Re*, 182 Fed. 349: 1360.
Brook v. Evans, 29 L. J. Ch. 616: 904.
Brooke, *Re*, 100 Fed. 432: 2148.
Brooke v. Clarke, 1 Swanst. 550: 919.
Brookfield v. Hecker, 118 Fed. 942: 94, 146.
v. Novelty Glass Mfg. Co., C. C. A., 170 Fed. 960: 734, 776.
Brooklyn Daily Eagle x. Voorhies, 181 Fed. 579: 381.
Brooklyn Improvement Co. v. Lewis, 136 App. Div. (N. Y.) 861: 1099.
Brooks v. Bicknell, 3 McLean, 250: 909.
v. Byam, 1 Story, 296: 626, 627, 628, 1120, 1121.
v. Byam, 2 Story, 553: 1277, 1281, 1283.
v. Clark, 119 U. S. 502, 30 L. ed. 482: 118, 1784, 1791, 1811.
v. Dun, 51 Fed. 138: 583.
v. Farwell, 2 McCrary, 220: 603.
v. Farwell, 4 Fed. 166 (2 McCrary, 220): 1907.
v. Farwell, 4 Fed. 167: 603.
v. Fry, 45 Fed. 776 778: 1532.
v. Greathed, 1 J. & W. 178: 1001.
v. Jenkins, 3 McLean, 432: 1073, 1149.
v. Laurent, 98 Fed. 647, 39 C. C. A. 201: 145, 207, 1900.
v. Miller, 28 Fed. 615, 617: 532.
v. Mills County, 4 Dill. 524, 527: 636, 637.
v. Missouri, 124 U. S. 394, 31 L. ed. 454: 2399.

[References are to pages.]

Brooks v. Norris, 11 How. 204, 13 L. ed. 665: 2461.
v. O'Hara, 2 McCrary, 644: 187.
v. O'Hara, 8 Fed. 529: 486.
v. Southern Pac. Co., 148 Fed. 986: 361.
v. Vermont Cent. R. Co., 14 Blatchf. 463, Fed. Cas. No. 1,964: 636.
& Hardy v. O'Hara Bros., 8 Fed. 529: 476, 908, 909.
Brothers v. Cunningham, C. C. A., 189 Fed. 884: 2549.
Broulatour v. U. S., 7 Ct. Cl. 555: 2311.
Browder v. McArthur, 7 Wheat. 58, 5 L. ed. 397: 2533.
Brown, *Ex parte*, 28 Fed. 653: 1643.
Brown, *Ex parte*, 116 U. S. 401, 29 L. ed. 676: 1449.
Brown, *Ex parte*, 140 Fed. 460: 1480.
Brown, *Re*, C. C. A., 112 Fed. 49: 2240.
Brown, *Re*, 140 Fed. 383: 2251.
Brown, *Re*, C. C. A., 164 Fed. 673: 2061.
Brown, *Re*, C. C. A., 174 Fed. 339: 2293.
Brown, *Re*, C. C. A., 175 Fed. 769: 2217.
Brown, *Re*, C. C. A., 184 Fed. 454: 2217.
Brown, *Re*, s. c., 189 Fed. 432: 2217.
Brown, *Re*, 188 Fed. 440: 2217.
Brown, *Re*, 189 Fed. 442: 2217.
Brown, *Re*, C. C. A., 193 Fed. 24: 2217.
Brown, *Re*, C. C. A., 193 Fed. 30: 2217.
Brown, *Re*, 199 Fed. 356: 2248.
Brown v. Adams v. United Button Co., C. C. A., 8 L.R.A.(N. S.) 961, 149 Fed. 48: 2205, 2255.
v. Allebach, 156 Fed. 697: 342.
v. Allebach, 182 Fed. 264: 1393.
v. Alton Water Co., 222 U. S. 325, 56 L. ed. 221: 2368, 2372, 2573.
v. Arnold, 127 Fed. 387: 323, 1606, 2512.
v. Aspden, 14 How. 25, 14 L. ed. 311: 2533.
v. Beacom, C. C. A., 174 Fed. 812: 200.
Brown v. Bedford City L. & I. Co. 91 Va. 31, 20 S. E. 968: 493.
v. Bell, 4 Hay. (Tenn.), 287: 703.
v. Buena Vista, 95 U. S. 161, 24 L. ed. 423: 1182.
v. Clark, 3 Woodeson's Lect. 378: 359.
v. C. & O. C. Co., 4 Fed. 770: 1425.
v. County of Buena Vista, 95 U. S. 157, 161, 24 L. ed. 422, 423: 648.
v. Coxe Bros. & Co., 75 Fed. 689: 1803.
v. Crippin (Virginia), 4 Hen. & Munf. 173: 1763, 1855, 1888.
v. Cumberland Tel. & Tel. Co., 181 Fed. 246: 1421.
v. Davis, C. C. A., 62 Fed. 519: 489.
v. Deere, 2 McCrary, 425: 928.
v. Deere, 6 Fed. 484: 928.
v. Deere, 6 Fed. 487: 928, 929.
v. Detroit Tr. Co., C. C. A., 193 Fed. 622: 1383, 1384, 2131.
v. Dowthwaite, 1 Madd. 448: 415.
v. Duluth & N. Ry. Co., 53 Fed. 889, 894: 426.
v. Evans, 18 Fed. 56: 1348, 2461.
v. Fletcher's Estate, 210 U. S. 82, 28 Sup. Ct. 702, 52 L. ed. 966: 665.
v. Frost, 10 Paige (N. Y.) 243: 1252.
v. Galloway, Pet. C. C. 291: 1140, 1141.
v. Grove, C. C. A., 80 Fed. 564: 1236.
v. Guarantee Safe Dep. & Tr. Co., 128 U. S. 403.
v. Guarantee Trust Co., 128 U. S. 403, 32 L. ed. 468: 510.
v. Hall, 6 Blatchf. 405: 673.
v. Hazelhurst, 54 Md. 26, 28: 978.
v. Higden, 1 Atk. 291: 728.
v. King, C. C. A., 62 Fed. 529: 1255, 1256.
v. Lanyon, C. C. A., 148 Fed. 838, 78 C. C. A., 728: 1424.
v. Lanyon Zinc Co., C. C. A. 179 Fed. 309: 2572.

[References are to pages.]

Brown v. Lake Superior Iron Co., 134 U. S. 530, 33 L. ed. 1021: 616, 622, 941, 1038, 1039, 1200.
v. L. C. & M. W. R. Co., 2 Wall. 283, 17 L. ed. 725: 703.
v. Magee, 146 Fed. 765: 1116.
v. Marion Nat. Bank, 146 U. S. 619, 36 L. ed. 1106: 2422.
v. McConnell, 124 U. S. 489, 31 L. ed. 495: 2468.
v. McDonald, 130 Fed. 964: 1116.
v. Metz, 33 Ill. 339, 85 Am. Dec. 277: 1375.
v. Murray, Nelson & Co., 43 Fed. 614: 98, 101, 111, 1813, 1830.
v. O'Connell, C. C. A., 200 Fed. 229: 3198.
v. Pacific Mail S. S. Co., 5 Blatchf. C. C. 525, 535: 424, 822.
v. Palmer, 157 Fed. 797: 1116.
v. Pegram, 143 Fed. 701: 595.
v. Pegram, 149 Fed. 515: 482, 488.
v. Phila. W. & B. R. Co., 9 Fed. 183: 1427, 1605.
v. Piatt, 2 Cranch, 253: 1143.
v. Pierce, 7 Wall. 205, 212, 19 L. ed. 134, 136: 628.
v. Piper, 91 U. S. 37, 23 L. ed. 200: 674, 1057.
v. Pond, 5 Fed. 31, 37: 1425.
v. Ricketts, 2 J. Ch. (N. Y.) 425: 710, 800.
v. Ricketts, 3 J. Ch. (N. Y.) 555: 426.
v. Robertson, 2 Phil. 173: 800.
v. Schleier, 194 U. S. 18, 48 L. ed. 857: 734.
v. Spofford, 95 U. S. 474, 24 L. ed. 508: 1090, 1091.
v. Swann, 9 Peters, 1, 9 L. ed. 29: 2434, 2435.
v. Swann, 10 Pet. 497, 500, 9 L. ed. 508: 322, 1116.
v. The Independence, Crabbe, 54: 1073.
v. Tillinghast, 84 Fed. 17: 416.
v. Trousdale, 138 U. S. 389, 11 Sup. Ct. 308, 34 L. ed. 987: 41, 47, 1791, 1811.
v. U. S., 5 Ct. Cl. 571: 2309.
v. U. S., 15 Ct. Cl. 392: 370.
v. U. S., 171 U. S. 631, 43 L. ed. 312: 2393.
v. U. S., C. C. A., 196 Fed. 351: 1382, 1607.
Brown v. Vermuden, 1 Ch Cas 272: 428, 429, 430, 504.
v. Walker, 84 Fed. 532: 1405, 2565.
v. Walker, 161 U. S. 591, 40 L. ed. 819: 1098.
v. Warden, 44 N. J. Law, 177: 1602.
v. Warner, quoted in Chowick v. Dimes, 3 Beav. 290, 292, 293: 743.
v. Webster, 156 U. S. 328, 39 L. ed. 440: 52.
v. Worster, 113 Fed. 20: 1129.
Brown City Sav. Bank v. Windsor, C. C. A., 198 Fed. 28: 2181.
Brown University v. Rhode Island College, 56 Fed. 55: 392, 393.
Browne v. Browne, Fed. Cas. No. 2,035 (1 Wash. C. C. 429): 121, 435.
v. Chavez, 181 U. S. 68, 45 L. ed. 752: 744, 1530, 1575.
v. Strode, 5 Cranch, 303, 3 L. ed. 108: 110.
Brownell v. Gordon, Fed. Cas. No. 2,039 (1 McAll. 207): 1896.
Brownell Imp. Co. v. Critchfield, 96 Ill. App. 84 (*affirmed* in 197 Ill. 61, 64 N. E. 332): 795.
Browning v. Reed, 39 Fed. 625: 1815.
Brownson v. Wallace, Fed. Cas. No. 2,042, 4 Blatchf. 465: 361.
Brownsville v. Logue, 129 U. S. 493, 501, 32 L. ed. 780, 783: 1454, 1461, 1468.
Brownsville Mfg. Co. v. Lockwood, 11 Fed. 705: 2233.
Brownsword v. Edwards, 2 Ves. Jr. 243, 245: 1122.
Broyles v. Buck, 37 Fed. 137: 1300, 1301.
Bruce, *Re*, 132 Fed. 390: 1643.
Bruce v. Gibson, 8 Ohio Dec. 319, 7 Weekly Law Bull. 94: 1889.
v. Gibson, 9 Fed. 540: 1837.
v. Manchester & K. R. Co., 19 Fed. 342: 1064.
v. Manchester & K. R. Co., 117 U. S. 514, 516, 29 L. ed. 990, 991: 23, 42, 2440, 2443.
v. U. S., 17 How. 437, 15 L. ed. 129: 1067, 1068.

[References are to pages.]

Bruce Bros. v. Evans, 5 Pa. Co. Ct. R. 163: 870.
Brugger v. State Inv. Ins. Co., 5 Sawyer, 304, Fed. Cas. No. 2051: 318, 507.
Bruhl Bros. & Co. v. Wilson, 123 Fed. 457: 380.
Brule, *Re*, 71 Fed. 943: 1358.
Brumby v. Jones, C. C. A. 141 Fed. 318: 2032.
Brun v. Mann, C. C. A., 12 L.R.A. (N.S.) 154, 151 Fed. 145, 149: 144, 163.
Brundage v. Goodfellow, 4 Halst. Ch. 513: 621.
Brundin, *Re*, 112 Fed. 306: 2274.
Brunker, Ex parte, 3 P. Wms. 312: 1048.
Brunlage, *Re*, 100 Fed. 613: 2138.
Brunsing, Tolle & Postel, *Re*, 169 Fed. 668: 2216.
Brunswick-Balke-Colender Co. v. Koehler & Hinrichs, 115 Fed. 648: 876.
v. Klump, 131 Fed. 93: 1283.
Brunswick Terminal Co. v. National Bank of Baltimore, 192 U. S. 386, 48 L. ed. 491: 1570.
Brush Creek Coal & Mining Co. v. Morgan-Gardner Electric Co., 136 Fed. 505 (W. D. Mo.): 585.
Brush El. Co. v. Ball El. Light Co., 43 Fed. 899: 477, 527, 1182.
v. Brush-Swan El. Co., 43 Fed. 701: 703.
v. California El. L. Co., C. C. A., 51 Fed. 557: 1168.
v. Califorina El. L. Co., C. C. A., 52 Fed. 945: 412, 1168.
v. El. Imp. Co., 45 Fed. 241: 879.
v. El. Imp. Co., 49 Fed. 73: 412.
v. El. Improvement Co., 51 Fed. 557, 2 C. C. A. 373: 2434.
Brush-Swan El. L. Co. v. Thomson-Houston El. Co., 48 Fed. 224: 412.
Bryan v. Bernheimer, 175 U. S. 724, 44 L. ed. 338: 2296.
v. Bernheimer, 181 U. S. 188, 192, 193, 45 L. ed. 814, 815, 818: 2026, 2027, 2111, 2294.
v. Bernheimer, 181 U. S. 188, 21 Sup. Ct. 557: 2114.
v. Ker, 222 U. S. 107, 56 L. ed. 114: 715, 1439.
Bryan v. Parker, 1 Y. & C. 170; Bailey v. Sewell, 1 Russ. 239: 1204.
v. Spruill, 4 Jones Eq. (N. C.) 27: 480.
v. U. S., 6 Ct. Cl. 128: 370.
v. U. S., 21 Ct. Cl. 249: 2324, 2325.
Bryant, *Ex parte*, 167 U. S. 104, 42 L. ed. 94: 1483.
Bryant, *Re*, 80 Fed. 282: 1637, 1638.
Bryant, *Re*, 188 Fed. 530: 2136.
Bryant Bros. v. Robinson, 149 Fed. 321, 79 C. C. A. 259: 1829, 1835.
Bryant El. Co. v. Marshall, 169 Fed. 426: 680.
Bryant v. Leland, 6 Fed. 125, U. S. C. C., D. Mass.; 1116, 1118, 1161.
v. Rich, 106 Mass. 180, 8 Am. Rep. 311: 1827.
v. Swofford Bros. Dry Goods Co., 214 U. S. 279, 53 L. ed. 997: 2177, 2213.
v. Thompson, 27 Fed. 881: 1905, 1906, 1907, 1909.
v. U. S., 167 U. S. 104, 42 L. ed. 94: 1631.
v. W. U. Tel. Co., 17 Fed. 825: 898.
Bryar v. Campbell, 177 U. S. 649, 44 L. ed. 926: 2518.
Bryce v. Southern Ry. Co., 122 Fed. 709: 1782, 1783, 1917.
v. Southern Ry. Co., 129 Fed. 966: 1895, 1906.
Bryson v. Southern Ry. Co. 141 N. C. 594, 54 S. E. 434: 1817.
B. & S. F. Co. v. Kraetze, 150 U. S. 111, 37 L. ed. 1019: 1325.
Buchanan Co. v. Adkins, C. C. A., 175 Fed. 692: 330, 506.
Buchanan v. Bay State Gas Co., S. D. N. Y., October 16, 1896: 950, 951.
v. Bay State Gas Co., U. S. C. C. D., Del. Oct. 15, 1896: 1020.
v. Howland, 2 Fish. 341: 910.
v. Roy's Lessee, 2 Ohio St. 257: 593.
Buchan's Soap Corporation, *Re*, 169 Fed. 1017: 2197.
Bucher v. Cheshire R. Co., 125 U. S. 555, 31 L. ed. 795: 645, 1573, 1577.
Buck v. Buck, 11 Paige (N. Y.), 170: 409.

[References are to pages.]

Buck v. Colbath, 3 Wall. 334, 18 L. ed. 257: 92, 1349.
v. Fawcett, 3 P. Wms. 242: 1417.
v. Felder, 196 Fed. 419: 1795, 1811.
v. Hermance, 1 Blatchf. 322: 806, 910.
v. Mason, C. C. A., 135 Fed. 304: 566.
v. Piedmont & A. L. Ins. Co., 4 Fed. 849: 156, 1021, 1023, 1024.
Buck Stove & Range Co. v. Vickers, 226 U. S. 205, 57 L. ed.—: 355, 2400.
v. Am. Federation of Labor, 219 U. S. 581, 55 L. ed. 345: 2515.
Bucker v. Klorkgeter, Abb. Adm. 402, 4 Fed. Cas. No. 2,083: 1943, 1944.
Buckeridge v. Glasse, 1 Cr. & Phill, 126: 494.
Buckeye E. Co. v. Donau Br. Co., 47 Fed. 6: 941.
Buckhannon & N. R. Co. v. Davis, C. C. A., 135 Fed. 707: 1011, 1013.
Buckingham v. Burgess, 3 McLean, 368: 1141, 1146.
v. Dake, 112 Fed. 258, 50 C. C. A. 492: 200.
v. Estates, C. C. A., 128 Fed. 584: 2199, 2289, 2290.
v. McLea, 13 How. 150, 14 L. ed. 90: 1259, 2432, 2470, 2510, 2545, 2546.
Buckingham & Hecht v. North German Fire Ins. Co. of New York, 149 Fed. 622: 581.
Buckles v. C., M. & St. P. R. Co., 47 Fed. 424: 1340.
v. Chicago, M. & St. Paul Ry. Co., 53 Fed. 566: 814, 1606.
Buckley, *Re*, 69 Cal. 1: 1372.
Buckley v. U. S., 4 How. 251, 11 L. ed. 961: 1081.
v. U. S., 196 Fed. 429: 320, 323, 382, 383, 404, 442, 446.
Bucklin v. Strickler, 32 Neb. 602: 608.
v. U. S., 159 U. S. 680, 40 L. ed. 304: 2357.
Buckner v. Finley, 2 Pet. 586, 7 L. ed. 528: 201.
Buckstaff v. Russell, 151 U. S. 626, 38 L. ed. 292: 2545.
Buddicum v. Kirk, 3 Cranch, 293, 2 L. ed. 444: 1151, 1155, 1158.
Budzisz v. Illinois Steel Co., 170 U. S. 41, 42 L. ed. 941: 2369.
Buel v. Farmers' L. & Tr. Co., C. C. A., 104 Fed. 839: 2429, 2445.
Buell, *Re*, 3 Dillon, 116: 1630, 1632.
Buell v. Cincinnati, E. & Q. Const. Co., 9 Fed. 351 (10 Biss. 555: 1776.
v. Kanawha Lumber Corporation, C. C. A., 185 Fed. 109: 1246, 1249.
v. Van Ness, 8 Wheat. 312, 5 L. ed. 624: 2409, 2436, 2465.
Buelow, *Re*, 98 Fed. 86: 2218.
Buena Ventura, The, 175 U. S. 384, 395, 44 L. ed. 206, 211: 2012.
Buerk v. Imhaeuser, 2 Bann. & A. 465; Fed. Cas. No. 2,108: 1366.
v. Imhaeuser, 3 Fed. 457: 1183.
v. Imhaeuser, 8 Fed. 457: 458, 509, 571, 574, 611.
Buffalo B. R. Co. v. U. S., 16 Ct. Cl. 238: 2321.
Buffalo Gas Co. v. Buffalo, 156 Fed. 370: 924.
Buffalo Glass Co. v. Manufacturers' Glass Co., 142 Fed. 273: 582, 584.
Buffalo Ins. Co. v. Prov. & Stonington S. S. Co., 29 Fed. 237: 1321.
Buffalo Milling Co. v. Lewisburg Dairy Co., 159 Fed. 319: 2122.
Buffalo Natural Fuel Co., *Re*, 73 Fed. 191: 314.
Buffalo Sandstone Brick Co. v. American Sandstone Brick Machinery Co., 141 Fed. 211 (W. D. N. Y.): 585.
Buffalo v. Town of Pocahontas, 85 Va. 222: 497.
Buffington v. Harvey, 95 U. S. 99, 100, 24 L. ed. 381, 382: 1399, 1402, 1403, 1406, 1413.
Buford v. Strother, 10 Fed. 406 (3 McCrary, 253): 150, 1776, 1777.
Building & Loan Ass'n of Dakota v. Cunningham (Texas), 47 S. W. 714: 35, 53, 1918.

[References are to pages.]

Building & Loan Ass'n of Dakota v. Logan, 66 Fed. 827, 828: 2473.
Building & L. Ass'n v. Price, 169 U. S. 45, 42 L. ed. 655, 18 S. Ct. 251: 53.
Buckley v. Naumkeag Steam Cotton Co., 24 How. 386, 16 L. ed. 599: 1935.
Bull v. Bank of Kasson, 123 U. S. 105, 31 L. ed. 97: 201.
Bullen v. Michel, 2 Price, 399: 1206.
Buller v. Slidell, 43 Fed. 116: 1422.
Bullinger v. Mackey, 14 Blatchf. 355: 710.
Bullis v. O'Beirne, 195 U. S. 606, 49 L. ed. 340: 2256.
Bullock v. Knox, 96 Ala. 195: 501.
v. Wallingford, 55 N. H. 619: 1071.
Bulte v. Igleheart Bros. C. C. A., 137 Fed. 492: 2448.
Bunbury v. Bunbury, 1 Beav. 318, 331: 854, 977.
Bunce v. Gallagher, 5 Blatchf. C. C. 481: 333.
Bunel v. O'Day, 125 Fed. 303, 319: 700, 1264.
Bunker v. Stevens, 26 Fed. 245: 1283.
Bunt v. Sierra Butte G. Min. Co., 138 U. S. 483, 34 L. ed. 1031: 1555.
Burbank Co., *Re*, 168 Fed. 719: 2075.
Burch v. Cavanaugh, 12 Abb. Pr. (N. S.) (N. Y.) 410: 869.
v. Davenport & St. P. R. Co., 46 Iowa, 449: 1790, 1883.
Burchett v. U. S., C. C. A., 194 Fed. 821: 1660, 1661, 1695, 1698, 1752, 2474, 2475, 2478, 2547.
Burck v. Taylor, 39 Fed. 581; 152 U. S. 634, 14 Sup. Ct. 696, 38 L. ed. 578: 1813, 1819, 1830, 1831, 1851, 2323.
Burdell, *Ex parte*, 32 Fed. 681: 1324.
Burdell v. Comstock, 15 Fed. 395: 533.
Burden v. Burden, 124 Fed. 250: 782, 784.
Burden Central Sugar-Refining Co. v. Ferris Sugar-Mfg. Co., C. C. A., 87 Fed. 810: 1331.
Burden v. Johnson, 107 U. S. 251, 27 L. ed. 386: 2453.
Burdett, *Re*, 127 U. S. 711, 32 L. ed. 321: 1446.
Burdick v. Dillon, C. C. A., 144 Fed. 737, 16 Am. B. R. 407: 2050.
v. Hale, Fed. Cas. No. 2,147, 7 Biss. 96: 1851, 1852, 1856.
v. Peterson, 6 Fed. 840 (2 McCrary, 135): 1789, 1837.
Burdsall v. Curran, 31 Fed. 918: 1393.
Burford, *Ex parte*, 1 Cranch C. C. 276, Fed. Cas. No. 2,148: 1626.
Burford, *Ex parte*, 1 Cranch, C. C. 456: 1379.
Burford, *Ex parte*, 3 Cranch, 448, 2 L. ed. 495: 1470, 1509.
Burgess v. Graffam, 10 Fed. 216: 722.
v. Martin, 111 Ala. 636, 20 S. E. 506: 562.
v. Mazetta Mfg. Co., C. C. A., 198 Fed. 855: 1429.
Burgess v. Seligman, 107 U. S. 20, 34, 27 L. ed. 359, 365: 1198, 1199, 1568, 1570, 1573, 1574.
Burget v. Robinson C. C. A., 123 Fed. 262, 265: 2562.
Burgin, *Re*, 173 Fed. 726: 2048, 2049.
Burgoyne v. McKillip, C. C. A., 182 Fed. 452: 2179, 2205, 2216
Burgunder v. Browne, 59 Fed. 497: 1794, 1882.
Burk v. Johnson, C. C. A., 146 Fed. 209: 489.
v. McCaffrey, 136 Fed. 696: 636.
Burka, *Re*, 107 Fed. 674: 2047, 2207.
2207.
Burke & Co., *Re*, 140 Fed. 971, 15 Am. B. R. 495: 2170.
Burke v. Davis, 63 Fed. 456: 317, 2322.
v. Flood, 1 Fed. 541 (6 Sawyer, 220): 101, 1790, 1796.
v. Guarantee Title & Trust Co., C. C. A., 134 Fed. 562: 2221.
v. Short, 79 Fed. 6: 1268.
v. Thorne 44 Barb. (N. Y.) 363: 683.
v. U. S., 13 Ct. Cl. 231: 2328.
Burkett v. Randall, 3 Mer. 466: 1203.
Burkhardt, *Re*, 33 Fed. 25: 1628.
Burkhart v. German-American Bank, 137 Fed. 598: 2053.

[References are to pages.]

Burlage Bros., *Re*, 169 Fed. 1006, Ia.: 2177.
Burleigh v. Foreman, C. C. A., 125 Fed. 217: 2281.
v. Foreman, C. C. A., 130 Fed. 13: 2290.
Burley v. German Am. Bank, 5 N. Y. Civ. Proc. 172: 789.
Burlingham v. Crouse, 228 U. S. 459: 2161, 2162.
Burlington, C. R. & N. Ry. Co. v. Dunn, 121 U. S. 182, 7 Sup. Ct. 1114, 30 L. ed. 885: 1887, 1926.
v. Dunn, 122 U. S. 513, 7 Sup. Ct. 1262, 30 L. ed. 1159: 1883.
v. Simmons, 123 U. S. 52, 31 L. ed. 73: 1237, 1259.
Burlington G. L. Co. v. Burlington, C. R. & N. Co., 165 U. S. 370, 41 L. ed. 749: 869.
Burlington Malting Co., *Re*, 109 Fed. 777, 6 Am. B. R. 369: 2058.
Burnet v. Desmornes Y. Alvarez, 226 U. S. 145, 57 L. ed. —: 649.
Burnett v. Chetwood, 2 Meriv. 441: 886.
v. Craig, 30 Ala. 135, 68 Am. Dec. 115: 869.
Burney v. Morgan, 1 Sim. & S. 358, 362: 424.
v. Ryle, 91 Ga. 701, 17 S. E. 986 (an insurance agent): 890.
Burnham v. Bowen, 111 U. S. 776, 28 L. ed. 596: 957, 961, 863, 969, 970, 971.
v. Dalling, 3 C. E. Green (18 N. J. Eq.) 132: 631.
v. First Nat. Bank, 53 Fed. 163, 3 C. C. A. 486, 10 U. S. App. 485: 1777, 1789, 1807, 1815.
v. Fort Dodge Grocery Co., 111 Iowa, 577: 2183.
v. Milwaukee, 69 Wis. 379, 34 N. W. 389: 794.
v. North Chicago Ry. Co. C. C. A., 87 Fed. 168: 2494, 2495, 2497, 2499.
v. No. Chicago St. Ry. Co., C. C. A., 88 Fed. 627: 1567.
v. Pidcock, 58 App. Div. (N. Y.) 273, 68 N. Y. Supp. 1007: 2205, 2255.
Rangeley, 1 Woodb. & M. 7: 126, 130.
Burnham v. Rangeley, 2 W. & M. 417: 1278.
Burnley v. Stevenson, 24 Ohio St. 474, 15 Am. Rep. 621: 209.
Burns, *Re*, 113 Fed. 987: 1480.
Burns, The, 9 Wall. 237, 19 L. ed. 620: 2447.
Burns v. Cooper C. C. A., 153 Fed. 148: 2571.
v. Doyle, 28 Wis. 460: 1083.
v. M'Adoo, 113 App. Div. 165: 869.
v. Rosenstein, 135 U. S. 449, 456, 34 L. ed. 193, 196: 1231, 1338.
v. U. S., 4 Ct. Cl. 113: 2324.
Burow v. Grand Lodge, C. C. A., 133 Fed. 708: 2279.
Burpee v. First Nat. Bank, 5 Biss. 405: 627, 684, 1121.
Burr, *Ex parte*, 9 Wheat. 529, 6 L. ed. 152: 1449.
Burr v. Des Moines R. & Nav. Co., 1 Wall 99, 17 L. ed. 561: 1566.
v. Smith, 113 Fed. 858: 361, 362, 659.
v. Union Surety & Guaranty Co., 86 App. Div. (N. Y.) 545, 83 N. Y. Supp. 756: 712.
Burr's Trial, Robertson's Rep., I. 243: 1095.
Burral v. DeGroot, 5 Duer (N. Y.) 379: 683.
Burrell v. Montana, 194 U. S. 572, 48 L. ed. 1122: 1096, 2140.
v. U. S., C. C. A., 147 Fed. 44, 46: 91, 111.
Burrill v. Crossman, C. C. A., 69 Fed. 747: 1962.
Burroughs v. Toxaway Co., 182 Fed. 129: 1019, 1032, 1041.
v. Toxaway Co., C. C. A., 185 Fed. 435: 941, 1032, 1034, 1332.
Burrow v. Kansas C., Ft. S. & M. R. Co., 54 Fed. 278: 1321, 1324.
Burrowes v. Lock, 10 Ves. 470: 1283.
Burrows v. Jamereaux or Jamineau, Mosely, 1: 654.
v. Jamereaux or Jameneau, 1 Dick. 45: 654.
v. Jamereaux or Jamineau, 2 Eq. Cas. Abr. 525, pl. 7: 654.
v. Jamereaux or Jamineau, 2 Stra. 733: 654.

[References are to pages.]

Burrows v. Jamereaux or Jameneau, 12 Vin. Abr. 87, pl. 9: 651.
v. Jamereaux or Jameneau, Sel. Cas. in Ch. 69: 651.
Burrus, *Re*, 97 Fed. 926: 2173, 2273.
Burrus, *Re*, 136 U. S. 586, 593, 597, 34 L. ed. 500, 503, 514: 22, 23, 337, 1474, 1481, 1770.
Burson v. National Park Bank, 40 Ind. 173, 13 Am. Rep. 285: 1762, 1827, 1885.
Burt v. C. Gotzian & Co. C. C. A., 102 Fed. 937: 2474.
v. Smith, C. C. A., 71 Fed. 161, 17 C. C. A. 573: 67, 86, 542.
Burts v. Lloyd (Georgia), 45 Ga. 104, 12 Am. Rep. 574: 1800.
Burton v. Driggs, 20 Wall. 125, 22 L. ed. 299: 2548.
v. Platter, C. C. A., 53 Fed. 901: 1560.
v. R. G. Peters Salt & Lumber Co., 190 Fed. 262: 942, 943, 945.
v. Simmons, 2 Cranch, C. C. 195: 1146.
v. Smith, 4 Wash. C. C. 522: 415.
v. U. S., 196 U. S. 283, 49 L. ed. 482: 2373.
v. U. S., 202 U. S. 344, 50 L. ed. 1057: 1724.
v. West Jersey F. Co., 114 U. S. 474, 476, 29 L. ed. 215, 216: 1597, 2548.
Busch v. Jones, 184 U. S. 598, 46 L. ed. 707: 532.
Busey v. Smith, 67 Fed. 13: 49.
Bush v. Elliot, 202 U. S. 477, 484, 50 L. ed. 1114, 1117, 26 Sup. Ct. 668: 95, 2030, 2033, 2034.
v. Expert Storage Co., 136 Fed. 918, 922: 2172.
v. Kentucky, 107 U. S. 110, 1 Sup. Ct. 625, 27 L. ed. 354: 1874, 1877, 1887, 1926, 1929.
v. Pioneer Mining Co., C. C. A., 154 Fed. 489: 935.
Bushnell v. Crooke Min & Sm. Co., 150 U. S. 82, 37 L. ed. 1007: 2533.
v. Kennedy, 9 Wall. 387, 19 L. ed. 736: 199, 201, 1907, 1910.
v. Park Bros. & Co., 46 Fed. 209: 141.
Bushnell v. Parker Bros. & Co. 59 Hun, (N. Y.) 625, 13 N. Y. Supp. 695: 1884.
Buskirk, *Ex parte*, C. C. A., 72 Fed. 14, 20: 1361, 1365, 1608.
Buskstaff v. Russell, 151 U. S. 626, 38 L. ed. 292: 2440.
Bussard v. Catalino, 2 Cranch, C. C. 421: 1141, 1146, 1147, 1323.
Buster v. Wright C. C. A., 135 Fed. 947: 2545, 2573.
Butchers' & Drovers' Stock Yards Co. v. Louisville & N. R. Co., 67 Fed. 35, 14 C. C. A. 290: 28, 900, 1845.
Butler v. Boston & Savannah S. S. Co., 130 U. S. 527, 32 L. ed. 1017: 1995, 2002.
v. Courier-Citizen Co., 127 Fed. 1015: 1545.
v. Douglass, 3 Fed. 612: 1199.
v. Eaton, 141 U. S. 240, 35 L. ed. 713: 2551.
v. Ellerbe, 44 S. C. 256, 276, 283: 396.
v. Evening Post Pub. Co., C. C. A., 148 Fed. 821: 1547.
v. Farnsworth, 130.
v. Fayerweather, C. C. A., 91 Fed. 458: 1087, 1088, 1111, 1135, 1139, 1480.
v. Freeman, Amb. 301: 939.
v. Gage, 138 U. S. 52, 56, 34 L. ed. 869, 871: 2402.
v. Goreley, 146 U. S. 303, 36 L. ed. 981: 2321.
v. Kenzie, 15 S. W. 1068: 621.
v. Kenzie, 90 Tenn. 31: 621.
v. Mann, 9 Abb. N. C. (N. Y.) 49: 792.
v. Poole, 44 Fed. 586: 744, 1530, 1575.
v. Shafer, 67 Fed. 161: 88.
v. Shaw, 21 Fed. 321: 538, 1286.
v. Young, 1 Flip. 276, 278: 336.
Butt v. U. S., 126 Fed. 794: 2456.
Butte & B. Consol. Min. Co. v. Montana Ore P. Co. C. C. A., 121 Fed. 524: 2513.
v. Montana Ore Purchasing Co., 139 Fed. 843: 1139, 1144.
Butterfield v. Miller, C. C. A., 195 Fed. 200: 330, 558.
v. Usher, 91 U. S. 246, 23 L. ed. 318: 2433.
Butters v. Carney, 127 Fed. 622: 28, 32.
Butterwick, *Re*, 131 Fed. 371: 2177.

[References are to pages.]

Butterworth v. Bailey, 15 Ves. 358: 723.
v. Hill, 114 U. S. 128, 29 L. ed. 119: 537, 577, 579, 622.
v. Hoe, 112 U. S. 50, 28 L. ed. 656: 1460.
Butz v. City of Muscatine, 8 Wall. 575, 19 L. ed. 490: 1568.
Butz Thermo-El. Reg. Co. v. Jacobs El. Co., 36 Fed. 191: 894.
Buxton v. James, 5 De Gex & Sm 80, 84: 648, 883.
v. Lister, 3 Atk. 383: 889.
Bybee v. Hawkett, 5 Fed. 1 (6 Sawy. 593): 1804.
Byerley v. Ellis Co., 190 Fed. 772: 877.
v. Standard Asphalt & Rubber Co., 189 Fed. 759: 879, 880.
Byerly, *Re*, 128 Fed. 637: 2276.
Byers v. Fowler, 12 Ark. 218, 54 Am. Dec. 271: 1350.
v. McAuley, 149 U. S. 608, 37 L. ed. 867: 160, 161, 162, 1771, 1772.
v. Territory, 1 Okla. Crim. Rep. 677: 2557.
Byles, J., in Hole v. Barlow, 4 C. B (N. S.) 334: 867.
Byrne, *Re*, 97 Fed. 762: 2212.
Byrne v. Byrne, 2 Sch. & Lef. 537: 901.
v. Kansas City, Ft. S. & M. R. Co., 55 Fed. 44: 1431.
v. Lathrop, Shea & Henwood Co., 60 Misc. (N. Y.) 350: 1885.
Byron, *Re*, 18 Fed. 722: 1483.
Byson v. McPherson, 71 Iowa, 437, 32 N. W. 418: 1883.
Buzard v. Houston, 119 U. S. 347, 351, 30 L. ed. 451, 452, 453: 338, 339.

C.

Cabaniss v. Reco Min. Co., C. C. A., 116 Fed. 318, 323: 112, 150, 935.
Cable v. Ellis, 110 U. S. 389, 4 Sup. Ct. 85, 28 L. ed. 186: 1807, 1777.
v. United States Life Insurance Co., 191 U. S. 288, 48 L. ed. 188: 339.
Cabot, The, 1 Abb. Adm. 150, Fed. Cas. No. 2,277: 2008.
Cabot v. McMaster, C. C. A., 65 Fed. 533, 61 Fed. 129: 28, 29, 2365.
Cabrera, *Ex parte*, 1 Wash. C. C. 232: 1047.
Cadenas & Coe, *Re*, 178 Fed. 158: 2158.
Cady v. Associated Colonies, 119 Fed. 420: 1605, 1606, 1780, 1781.
Caesar v. Capell, 83 Fed. 409: 479.
Caffrey v. Territory of Oklahoma, 177 U. S. 346, 44 L. ed. 799: 2361, 2439, 2442.
Caha v. U. S., 152 U. S. 211, 221, 38 L. ed. 415, 419: 1054, 1662, 1669.
Cahalan's Case, 42 Ct. Cl. 280: 2312.
Cahill v. Manhattan Ry. Co., 38 App. Div. (N. Y.) 314: 1292.
Cahn v. Qung Wah Lung, 28 Fed. 396: 1297, 1308.
Cahoon v. Ring, 1 Cliff. 592: 1207.
Cake v. Mohun, 164 U. S. 311, 41 L. ed. 447: 980, 1027, 1033, 1034, 1035.
Calcraft v. Guest, (1898) 1 Q. B. 759: 1126.
Calculagraph Co. v. Automatic Time Stamp Co., 149 Fed. 436: 875.
v. Automatic Time Stamp Co., C. C. A., 187 Fed. 276, 154 Fed. 166: 688, 876.
Calder, *Re*, 2 Edmonds' Select Cases (N. Y.) 374, 376: 1637.
Calderhead v. Downing, 103 Fed. 27: 1764, 1797, 1819.
Calderon v. O'Donohue, U. S. C. C., S. D. N. Y.: 1089.
Caldwell v. Firth, C. C. A., 91 Fed. 177: 126, 127.
v. Robinson, 59 Fed. 653, 660: 380, 382.
v. Taggart, 4 Pet. 190, 7 L. ed. 828: 451, 454.
v. Walters, 4 Cranch, C. C. 577: 917.
Cale, *Re*, C. C. A., 191 Fed. 31: 2278.
Caledonian Coal Co. v. Baker, 196 U. S. 432, 442, 49 L. ed. 540, 544: 580, 1467.
Calco v. Goldstein, 118 N. Y. Supp. 859, (Sup. Ct., App. Div.): 488.
Calhoun v. Dragon Motor Co., 166 Fed. 980: 1034.

[References are to pages.]

Calhoun v. Levy, 33 La. Ann. 1296: 1777.
v. McKnight, 39 La. Ann. 325, 1 South. 612: 48.
v. U. S., 14 Ct. Cl. 193: 2348.
Calhoun County Bank v. Cain, C. C. A., 152 Fed. 983: 2181.
Calhoun Supply Co., *Re*, 189 Fed. 537: 2177.
Calico v. State, 4 Ark. 430: 1740.
California v. Chue Fan (C. C.), 42 Fed. 865: 1762, 1876.
v. San Pablo & Tulare R. Co., 149 U. S. 308, 37 L. ed. 747: 2516.
v. Pac. Co., 157 U. S. 229, 39 L. ed. 683: 443.
v. Southern Pac. R. Co., 157 U. S. 229, 39 L. ed. 683: 443.
Cailfornia El. Works v. Finck, 47 Fed. 583: 457.
California Fruit Canners' Ass'n v. Lilly, C. C. A., 184 Fed. 570: 1551, 1556.
California F. S. Co. v. Improved F. S. Co., 51 Fed. 296: 503.
California Nat. Bank v. Kennedy, 167 U. S. 362, 42 L. ed. 198: 82.
California Oil & Gas Co. of Arizona v. Miller, 96 Fed. 12: 61, 63.
California Paving Co. v. Molitor, 113 U. S. 609, 618, 28 L. ed. 1106, 1109: 1366, 2381.
California Safe Deposit & Trust Co. v. Cheney Electric Light, Telephone & Power Co., 56 Fed. 257: 500, 1804, 1805.
Calivada Colonization Co. v. Hayes, 119 Fed. 202: 1162.
Calkins v. Bertrand, 8 Fed. 755: 1282, 1285.
v. U. S., 1 Ct. Cl. 382: 2324,
v. Myers, 128 U. S. 617, 32 L. ed. 547, 9 Sup. Ct. Rep. 177: 1223, 1233. 2326.
Callahan v. Hicks, 90 Fed. 539: 1894.
v. Louisville & N. R. Co., 11 Fed. 536: 135, 139.
v. U. S., C. C. A., 195 Fed. 924: 1752.
Callan v. May, 2 Black, 541, 17 L. ed. 281: 2435.
Callicot, *Re*, 8 Blatchf. 89: 1476.
Callison, *Re*, 130 Fed. 987, 12 Am. B. R. 344: 2060, 2080.
Callison v. Brake, C. C. A., 129 Fed. 196: 2060.
Calloway v. Dobson, 1 Broth. 119: 730.
v. Ore Knob Copper Co., 74 N. C. 200: 109.
Camblos v. Phil. & R. R. Co., 9 Phila. (Pa.) 411: 901.
v. Phil. & R. R. Co. 4 Brews. (Pa.) 563: 901.
Cambridge Lumber Co., *Re*, 136 Fed. 983: 2270, 2271, 2272.
Cambridge Waterworks v. Somerville D. & B. Co., 14 Gray (Mass.), 193: 499.
Cambuston v. U. S., 95 U. S. 285, 288, 24 L. ed. 448, 450: 1348, 2555.
Camden v. Mayhew, 129 U. S. 73, 32 L. ed. 608: 1253, 1249, 1354.
Camden & A. R. Co. v. Stewart, 19 N. J. Eq. 343: 783.
v. Stewart, 4 C. E. Green (N. J.), 69: 1167.
Camden Interstate Ry. Co. v. Catlettsburg, 129 Fed. 421: 388.
Camden & S. Ry. Co. v. Stetson, 177 U. S. 172, 44 L. ed. 721: 1163.
Cameron v. Hodges, 127 U. S. 322, 8 Sup. Ct. 1154, 32 L. ed. 132: 98, 1833, 1850, 1929.
v. K. C. Com. Co., 22 Montana 312, 56 Pac. 358, 44 L.R.A. 508, 74 Am. St. Rep. 602: 405.
v. McRoberts, 3 Wheat. 591, 4 L. ed. 467: 434, 453, 658.
v. U. S., 146 U. S. 533, 36 L. ed. 1077: 2387, 2439, 2442.
v. U. S. 148 U. S. 301, 304, 37 L. ed. 459, 460: 341.
v. U. S., 192 Fed. 548: 1099, 2136.
Cameron Lumber Co. v. Droney, 132 Fed. 304: 1128.
Cammeyer v. Newton, 94 U. S. 225, 235, 24 L. ed. 72, 75: 383.
Camors-McConnell v. McConnell, 140 Fed. 412: 335.
Camp, *Re*, 91 Fed. 745: 2219.
Camp v. Peacock, Hunt & West Co., C. C. A., 129 Fed. 1005: 207.
v. Receivers Niagara Bank, 2 Paige (N. Y.), 283: 996.
Campau v. Detroit Driving Club, 130 Mich. 147: 844.

[References are to pages.]

Campbell, *Re*, 124 Fed. 417: 2222.
Campbell v. Balcomb, C. C. A., 183 Fed. 766: 2182.
v. Bowne, 5 Paige (N. Y.), 34: 737.
v. Boyreau, 21 How. 223, 226, 16 L. ed. 96, 97: 1559, 1560, 1566.
v. California, 200 U. S. 87, 50 L. ed. 382: 2516.
v. Campbell, 4 Halts. Eq. (N. J.) 740: 690.
v. Campbell, 2 M. & C. 25, 30: 357.
v. City of New York, 35 Fed. 14: 779.
v. Collins, 62 Fed. 849: 1808, 1861.
v. Gardner, 11 N. J. Eq. 423: 1252.
v. Golden Cycle Min. Co., 141 Fed. 610, 614, 616, 617: 143, 150.
646.
v. Hall, 16 N. Y. 575: 666.
v. Holyland, L. R. 7 Ch. D. 166: 1266.
v. Haverhill, 155 U. S. 610, 620, 39 L. ed. 280, 281, 283: 645, 1600.
v. Iron-Silver Min. Co., C. C. A., 83 Fed. 643: 1581.
v. James, 2 Fed. 338, 348: 456.
v. James, 3 Fed. 513: 1351, 1352.
v. James, 5 Fed. 807: 1273.
v. James, 31 Fed. 525: 2562, 2568.
v. Johnson, C. C. A., 167 Fed. 102: 719.
v. Laclede Gas Co., 119 U. S. 445, 449, 30 L. ed. 459, 460: 1070.
v. Magnet Light Co., 175 Fed. 117: 1363, 1373, 1376.
v. Mayor of N. Y., 45 Fed. 243: 673.
v. Milliken, 119 Fed. 982: 1861, 1866.
v. Milliken, 119 Fed. 981: 1795, 1796, 1802.
v. New York, 35 Fed. 14: 762, 775, 776.
v. Porter, 162 U. S. 478, 40 L. ed. 1044: 2356.
v. Rankin, 99 U. S. 261, 25 L. ed. 435: 2496.
v. Seaman, 63 N. Y. 568, 20 Am. Rep. 567: 867.
Campbell v. Tousey, 7 Cow. (N. Y.) 64: 363, 401.
v. The Uncle Sam, McAllister 77, 292.
v. U. S., 107 U. S. 407, 27 L. ed. 592: 2304, 2324.
v. U. S., 224 U. S. 99, 56 L. ed. 684: 1559.
v. Wallen's Lessee, 8 Tenn. (Mart. & Y.) 266: 1851, 1886.
v. Weyerhaeuser, C. C. A., 161 Fed. 332: 334.
v. Wilcox, 10 Wall. 421, 19 L. ed. 973: 2561.
Campbell Pr. Press Co. v. Prieth, 77 Fed. 976: 880.
Campbell Printing-Press & Mfg. Co. v. Duplex Printing-Press Co., C. C. A., 101 Fed. 282, 41 C. C. A. 351: 877, 2467.
v. Marden, 70 Fed. 339, 340: 1397.
Camprelle v. Balbach, 46 Fed. 81: 1837, 1839, 1847.
Canada-Atlantic & Plant S. S. Co. v. Flanders, C. C. A., 145 Fed. 875: 1062.
Canada Bros. v. Michigan Malleable Iron Co., C. C. A., 152 Fed. 178: 1222.
Canada, Tyler v. Tyler, Seton on Decrees, 5th ed., 682: 977.
Canadian Northern Ry. Co. v. Akre, C. C. A., 200 Fed. 955: 2544.
Canadian Pac. Ry. Co. v. Clark, C. C. A., 73 Fed. 76, 81; C. C. A., 74 Fed. 362: 20 C. C. A. 447, 452: 1431.
Canal Co. v. Gordon, 6 Wall. 561, 18 L. ed. 894: 438, 444.
Canal & C. Sts. R. Co. v. Hart, 114 U. S. 654, 5 Sup. Ct. 1127, 29 L. ed. 226: 1836, 1834, 1866.
v. Hart, 114 U. S. 654, 661, 29 L. ed. 226, 228: 1345.
Canary Oil Co. v. Standard Asphalt & Rubber Co., 182 Fed. 663: 80.
Candler v. Pettit, 1 Paige (N. Y.), 168: 726.
Canfield, *Re*, C. C. A., 193 Fed. 934: 2213.
Canfield v. U. S., C. C. A., 66 Fed. 101: 2534.
Canner v. Webster Tapper Co., C. C. A., 168 Fed. 519: 2062, 2071.

Cannon, *Re*, 121 Fed. 582: 2228.
Cannon, *Re*, 133 Fed. 837: 2194.
Can Pon, *Re*, C. C. A., 168 Fed. 479: 1498, 1500.
Cannon v. Pratt, 99 U. S. 619, 25 L. ed. 446: 2360.
v. U. S., 118 U. S. 355, 30 L. ed. 220: 2559.
Cantelo Mfg. Co., *Re*, 185 Fed. 276: 2159.
Canton Iron & Steel Co., *Re*, 197 Fed. 767: 2195.
Canton Roll & Machine Co. v. Rolling Mill Co. of America, 155 Fed. 321: 594, 595, 600.
Canton S. R. Co. v. Kanneberg, 51 Fed. 599, 600: 413.
Cantrell & Cochrane v. Wittemann, 180 Fed. 794: 1363.
Caloris Mfg. Co., *Re*, 179 Fed. 722: 2205.
Cape Ann G. Co. v. U. S., 20 Ct. Cl. 1: 2328.
Cape Fear T. & Tr. Co. v. Pearsall, C. C. A., 90 Fed. 435: 1969.
Cape Girardeau & St. L. R. R. v. Winston, Fed. Cas. No. 2,390: 1801.
Capewell Horse Nail Co. v. Green, C. C. A., 188 Fed. 20: 503, 888.
Capital City Bank v. Hodgin, 22 Fed. 209: 1790, 1805.
Capital City Dairy Co. v. Ohio, 183 U. S. 238, 248, 46 L. ed. 171, 176: 2403.
Caples v. Texas & P. R. Co., 67 Fed. 9: 61, 1758.
Caponigri, *Re*, C. C. A., 183 Fed. 307: 2293.
v. Creager, 71 Fed. 574: 814, 1401, 2566.
Cappell v. U. S., 160 U. S. 499, 40 L. ed. 510: 4614.
The Captain Jack, 162 Fed. 808: 1997, 1999.
The Captain John, 41 Fed. 147, 151: 1315, 1316, 1317, 1318.
C. & A. R. Co. v. Rolling M. Co., 109 U. S. 702, 27 L. ed. 1081: 1165.
Carbon Fuel Co. v. Chicago C. & L. R. Co., C. C. A., 202 Fed. 172, 174: 959, 961.
Card v. Hines, 33 Fed. 189: 1946.
Carey v. Brown, 92 U. S. 171, 23 L. ed. 469: 420.
v. Houston & T. C. Ry. Co., 45 Fed. 438, 443: 554.
Carey v. Houston, T. & C. R. Co., 52 Fed. 671: 145.
v. Houston & T. C. Ry. Co., 159 U. S. 170, 37 L. ed. 1041: 2520.
v. Houston & T. C. R. Co., 150 U. S. 170, 179, 37 L. ed. 1041, 1043: 2361, 2366, 2370.
v. Houston & T. C. R. Co., 161 U. S. 115, 40 L. ed. 638: 143, 2376.
v. Lovell Mfg. Co., 39 Fed. 163: 1301.
v. Roosevelt, 81 Fed. 608: 415.
v. Roosevelt, C. C. A., 102 Fed. 569: 666.
v. Williams, C. C. A., 79 Fed. 906: 1058, 1062.
Carfer v. Caldwell, 200 U. S. 293, 50 L. ed. 488; reversing 138 Fed. 487: 1480.
Carico v. Wilmore, 51 Fed. 200: 1518.
Ex Corill, 106 U. S. 521, 27 L. ed. 288: 1480.
Carino v. The Insular Government of the Philippine Islands, 212 U. S. 449, 53 L. ed. 594: 2357.
Carleton, *Re*, 115 Fed. 246, 8 Am. B. R. 270: 2055, 2056, 2057, 2059, 2090.
Carleton, *Re*, 131 Fed. 146, 12 Am. B. R. 475: 2056, 2057.
Carley, *Re*, 106 Fed. 862, 866: 2137, 2138, 2139.
Carley, *Re*, C. C. A., 117 Fed. 130: 2243.
Carlin v. Conlon, 106 App. Div. (N. Y.) 204: 1062.
Carling v. Seymour Lumber Co., C. C. A., 113 Fed. 483, 490: 177, 2114.
Carlisle v. Cooper, 3 C. E. Green (N. J.), 241: 1184.
v. Cooper, 64 Fed. 472, 476: 1280, 1614.
v. Sunset Tel. & T. Co., 116 Fed. 896: 1833, 1920.
v. U. S., C. C. A., 194 Fed. 827: 1553, 1699, 1705, 1738, 2478.
v. U. S., 16 Wall. 147, 6 Ct. Cl. 398: 309.
Carlon, *Re*, 189 Fed. 815: 2218.
Carlsbad v. Tibbetts, 51 Fed. 852: 1175.
Carlson v. Sullivan, C. C. A., 46 Fed. 476: 1186.

[References are to pages.]

Carlwright v. Clark, 4 Mete. (Mass.) 104: 694.
Carman v. Emerson, C. C. A., 71 Fed. 264: 1361.
Carmichael, *Re*, 96 Fed. 594: 2056.
Carmichael v. Eberle, 177 U. S. 63, 44 L. ed. 672: 2540.
v. Texarkana, 94 Fed. 561: 504.
v. Texarkana C. C. A., 58 L.R.A. 911, 116 Fed. 845: 2430.
Carne v. Russ, 152 U. S. 250, 38 L. ed. 428: 34.
Carneal v. Banks, 23 U. S. (10 Wheat.), 181, 6 L. ed. 297: 115.
Carnegie, Phipps & Co. v. Hulbert, 53 Fed. 10, 3 C. C. A. 391, 10 U. S. App. 454: 141.
Carnegie Steel Co. v. Colorado Fuel & Iron Co., C. C. A., 165 Fed. 195: 334, 532.
Carnes, *Re*, 31 Fed. 397: 1690.
Carnochan v. Christie, 11 Wheat. 446, 447, 6 L. ed. 516: 624, 690, 692.
Caro v. Met. El. Ry. Co., 46 N. Y. Super. Ct. 138: 869.
Carolina, *Re*, 96 Fed. 604: 2260, 2263.
Carolina, The, 14 Fed. 424: 1955.
Carolina Cooperage Co. *Re*, 96 Fed. 950: 2066, 2211, 2274.
Carolina Glass Co. v. Murray, 197 Fed. 392: 391.
Carothers v. McKinley Mining & Smelting Co., 116 Fed. 947: 1797.
v. McKinley Mining & Smelting Co., 122 Fed. 305: 111, 1782, 1783.
Carp v. Queen Ins. Co. (W. D. Mo.) 168 Fed. 782: 123, 124.
Carpenter v. Chicago, M. & St. P. Ry. Co., 47 Fed. 535: 1867, 1868.
v. Cudd, C. C. A., 174 Fed. 603: 2048, 2121, 2122.
v. Knollwood Cemetery, 195 Fed. 96, 100: 922, 923, 1342.
v. Knollwood Cemetery, 198 Fed. 297: 418, 421, 427.
v. New York & N. H. R. Co. (New York), 11 How. Prac. 481: 1902.
v. Northern Pac. R. Co., 75 Fed. 850: 1780.
Carpenter v. Providence Washington Ins. Co., 4 How. 185, 11 L. ed. 931: 1060.
v. Providence Washington Ins. Co., 16 Pet. 495, 10 L. ed. 1044: 1199, 1568, 1569.
v. Southworth, C. C. A., 165 Fed. 428: 2216.
v. Strange, 141 U. S. 87, 106, 35 L. ed. 640, 647: 208, 209, 210, 317, 658, 1260, 1261, 1272, 1388.
v. Talbot, C. C., 33 Fed. 537: 194.
v. U. S., 42 Fed. 264: 374.
v. Westinghouse Air-Brake Co., 32 Fed. 434: 584, 586.
v. Winn, C. C. A., 165 Fed. 636: 1128.
v. Winn, 221 U. S. 533, 549, 55 L. ed. 842, 845: 1116, 1118, 1128.
Carper v. Fitzgerald, 121 U. S. 87, 30 L. ed. 882: 810, 1518.
Carr, *Re*, 117 Fed. 572: 2157, 2275.
Carr v. Fife, 45 Fed. 209; affirmed 156 U. S. 494, 39 L. ed. 508: 1849.
v. Nichols, 157 U. S. 370, 15 Sup. Ct. 640, 39 L. ed. 736: 1850.
v. U. S., 98 U. S. 433, 25 L. ed. 209: 363, 364, 365.
Carraher v. Brennan, Fed. Cas. No. 2,441 (7 Biss. 497): 1787.
Carrau v. O'Calligan, C. C. A., 125 Fed. 657, 60 C. C. A., 347: 451, 1381.
Carrett v. Louisville & N. R. Co., C. C. A., 197 Fed. 715, 723: 2546.
Carrick v. Landman, 20 Fed. 209: 1837.
Carrier, *Re*, 47 Fed. 438: 2241.
Carrier, *Re*, 57 Fed. 578: 1651.
Carriere & Son v. U. S., 163 Fed. 1009: 313.
Carrington v. Florida R. Co., Fed. Cas. No. 2,448 (9 Blatchf. 468): 1904, 1906.
v. Holly, 1 Dick. 280: 1166.
v. Lentz, 40 Fed. 18: 688.
v. Stimson, 1 Curt. 437: 1142.
Carroll v. Cheas. & O. Coal Agency Co., C. C. A., 124 Fed. 305: 105, 871, 872.
v. Davidson, C. C. A., 152 Fed. 424: 2434.

[References are to pages.]

Carroll v. Goldschmidt, C. C. A., 83 Fed. 508, 27 C. C. A. 566: 665.
v. Parran, 1 Bland (Md.), 125: 1410.
v. Safford, 3 How. 441, 463, 11 L. ed. 671: 334, 1568.
Carroll County v. Smith, 111 U. S. 556, 28 L. ed. 517: 1574.
Carroll et al. v. Davidson, C. C. A., 152 Fed. 424: 1974.
Carron Iron Co. v. McClaren, 5 H. L. C. 416: 208, 582.
Carson v. Allegany Window Glass Co., 189 Fed. 791: 942, 943.
v. Combe, C. C. A., 86 Fed. 202: 931.
v. Dunham, 121 U. S. 421, 7 Sup. Ct. 1030, 30 L. ed. 992: 96, 1833, 1844, 1850, 1915, 1916.
v. Hyatt, 118 U. S. 279, 286, 30 L. ed. 167, 169: 98, 101, 1760.
v. Southern Ry. Co., 46 S. E. 525: 1821.
Carson & Rand Lumber Co. v. Holtzclaw, 39 Fed. 578: 53, 1809, 1861, 1867.
v. Holtzclaw, 39 Fed. 885: 1859.
v. Holtzclaw, 44 Fed. 785: 1847.
Carstairs v. Mechanic's & Traders' Ins. Co. of N. Y., 13 Fed. 823: 586.
Carswell v. Schley, 59 Georgia, 17, 22: 1807, 1839, 1882, 1889.
Cart v. Hodgkin, 3 Swanst. 161: 1206.
Carter, *Re*, 138 Fed. 846: 2188.
Carter, *Re*, 166 Mo. 604, 57 L.R.A. 654: 1098.
Carter v. Commonwealth, 96 Va. 791, 45 L.R.A. 310, 32 S. E. 780: 1354.
v. DeBrune, 1 Dickens, 39: 587.
v. Fortney, 170 Fed. 463: 437.
v. Ingraham, 43 Ala. 78: 571.
v. McClaughry, 105 Fed. 614: 1516.
v. McClaughry, 183 U. S. 365, 46 L. ed. 236: 1476.
v. New Orleans, 19 Fed. 659: 823, 844.
v. New Orleans & N. E. R. Co., C. C. A., 143 Fed. 99: 643.
Carter v. Roberts, 177 U. S. 496, 500, 44 L. ed. 861, 863: 931, 2372, 2410, 2416.
v. Scott (Georgia), 82 Ga. 297, 8 S. E. 421: 790.
v. Treadwell, Fed. Cas. No. 2,480 (3 Story, 25): 121.
Carter & Co. v. Wollschlaeger, 53 Fed. 573: 877, 880.
Carter County v. Schmalstig, C. C. A. 127 Fed. 126: 2356, 2466.
Cartersville Light & Power Co. v. Mayor, etc., of Cartersville, 114 Fed. 699: 911.
Carton & Co., *Re*, 148 Fed. 63: 2250.
Carver, *Re*, 103 Fed. 624: 1501, 1502.
Carver, *Re*, 113 Fed. 138: 2215.
Carver, *Re*, 142 Fed. 623: 1501.
Carver v. Jarvis-Conklin Mortgage Trust Co., 73 Fed. 9: 109, 113, 1418, 1760, 1778.
v. U. S., 111 U. S. 609, 28 L. ed. 540: 370.
Carwick v. Young, 2 Swanst. 239: 1185, 1186.
Cary, *Re*, 10 Fed. 622: 814.
Cary v. Domestic S. Co., 26 Fed. 38: 988.
Cary Bros. v. Dalhoff Const. Co., 126 Fed. 584: 956.
Cary Mfg. Co. v. Acme Flexible Clasp Co., 187 U. S. 427, 47 L. ed. 244: 2372, 2415, 2416.
Casamajor v. Strode, 1 Sim. & Stu. 381: 904.
Casborne v. Barsham, 5 M. & C. 113: 1207.
Case v. Beauregard, 99 U. S. 119, 25 L. ed. 370: 324.
v. Beauregard, 101 U. S. 688, 690, 25 L. ed. 1004: 325, 1208.
v. Clarke, 5 Mason, 70: 131, 132.
v. Hall, C. C. A., 94 Fed. 300: 1594.
v. Kelly, 133 U. S. 21, 33 L. ed. 513: 1053, 1197, 1578.
v. Olney, 106 Fed. 433: 1815, 1820.
v. Redfield, 4 McLean, 526: 534.
v. Terrel, 11 Wall 199, 20 L. ed. 134: 383, 384.
Casey, *Ex parte*, 18 Fed. 86: 1605.

[References are to pages.]

Casey, *Re*, 195 Fed. 322: 2236.
v. Cincinnati Typographical Union No. 3, 12 L.R.A. 193, 45 Fed. 135, 147: 506, 805, 871, 898, 910.
Caskey v. Chenoweth, C. C. A., 62 Fed. 712: 608, 610.
Cass County v. Gibson, C. C. A., 107 Fed. 363: 2474.
Cass v. Realty Securities Co., 148 App. Div. (N. Y.) 96: 500.
Cassatt v. Mitchell Coal & Coke Co., C. C. A., 10 L.R.A.(N.S.) 99, 150 Fed. 32, 43: 1128, 1602, 1603.
Cassidy v. Atlanta & C. A. L. Ry. Co., 109 Fed. 673: 1922.
Cassius, The, 41 Fed. 367: 1288.
Castagnino v. Mutual Reserve Fund Life Ass'n, C. C. A., 157 Fed. 29: 581.
Castano v. Lobingier, 7 Phil. Rep. 91: 273.
Castell v. Faber, C. C. A., 166 Fed. 281, reversing C. C. A., 145 Fed 626: 1415.
Caster v. Wood, 1 Baldw. 289: 687 732.
Castle v. Bullard, 23 How. 172, 16 L. ed. 424: 1554, 2548.
Castleberry, *Re*, 143 Fed. 1018: 1021, 2218, 2222, 2223.
Castle Braid Co., *Re*, 145 Fed. 224: 2196.
Castner v. Pocahontas Collieries Co., 117 Fed. 184: 1355.
Castro v. De Uriarte, 12 Fed. 250: 1425, 1429.
v. U. S., 3 Wall. 46, 18 L. ed. 163: 2472, 2504.
Caswell v. Caswell, 24 Ill. App. 548: 1777.
v. Caswell, 120 Ill. 377, 11 N. E. 342: 1777.
Cate v. Connell, C. C. A., 173 Fed. 445: 2050.
v. Woodbury, 3 App. D. C. 60: 980.
Caten v. Eagle Building & Loan Ass'n, 177 Fed. 996: 1336.
Cater v. Woodbury, 3 App. D. C. 60: 975.
Cates v. Allen, 149 U. S. 451, 13 Sup. Ct. 883, 977, 37 L. ed. 804: 346, 1928, 1925, 1775.
v. Producers & Consumers Oil Co., 96 Fed. 7: 87.
Cathay Trust v. Brooks, C. C. A., 193 Fed. 973: 828, 840, 841.
Cathcart v. Hewson, 1 Hayes, 173: 1341.
Catherwood v. Gapete, 2 Curt. 94: 1541.
Catlett v. Pacific Ins. Co., 1 Paine, 594: 131, 132, 1074, 1063.
C. A. Treat Mfg. Co. v. Standard S. & I. Co., 157 U. S. 674, 39 L. ed. 853: 2370.
Catterall v. Purchase, 1 Atk. 290: 1414.
Catton v. Earl of Carlisle, 5 Madd. 427: 756.
Calumet Grain & Elevator Co. v. Chicago, 188 U. S. 431, 47 L. ed. 532: 89.
Calvert v. Gray, 2 Cooper's Ch. 171: 907.
v. Southern Ry. Co., 36 S. E. 750: 136.
v. Southern Ry. Co. (South Carolina), 41 S E. 963, 64 S. C. 139: 136.
Causin v. Chubb, 1 Cranch, C. C. 267: 1315.
Cavanaugh v. Oceanic S. S. Co., 30 State Rep. (N. Y.) 532, 9 N. Y. Supp. 198: 710, 712.
Cavanna v. Bassett, 3 Fed. 215: 2233.
Cave v. Torre, 54 L. T. 515: 791.
Cavender v. Cavender, 3 McCrary, 383: 1309.
v. Cavender, 8 Fed. 641: 1058.
Cavendish v. Strutt (1904), 1 Ch. 524, 526, 527, 531: 353.
Cay v. Vereen, C. C. A., 144 Fed.
Cayuga, The, C. C. A., 59 Fed. 483: 1972.
839: 2430.
C., B. & Q. Ry. Co. v. B., C. R. & N. Ry. Co., 34 Fed. 481: 905.
C. C. Taft Co. v. Century Sav. Bank, C. C. A., 141 Fed. 369: 2288, 2289, 2290.
Cecil Nat. Bank v. Thurber, C. C. A., 59 Fed. 913: 1118.
Cedar Rapids Gas Co. v. Cedar Rapids, 223 U. S. 655, 668, 56 L. ed. 594, 604: 2359, 2408.
Cella v. Brown, 136 Fed. 439: 1820.
v. Brown, C. C. A., 144 Fed. 742: 61, 486, 1782, 1917, 2379.
Cella, Adler & Tilles v. Brown, 136 Fed. 439, 440: 118, 119, 1764, 1765.
Cella Commission Co. v. Bohlinger, C. C. A., 8 L.R.A.(N.S.) 537, 147 Fed. 419: 583.

[References are to pages.]

Celestine, *Re*, 114 Fed. 551: 59, 1508.
Celluloid Mfg. Co. v. Arlington Mfg. Co., 34 Fed. 324: 881.
v. Arlington Mfg. Co., 47 Fed. 4: 1130.
v. Cellonite Mfg. Co., 40 Fed. 476, 478: 1229, 1235.
v. Chandler, 27 Fed. 9: 1301.
v. Chrowlithian C. & C. Co., 24 Fed. 275: 877.
v. Crane Co., 3d Circuit: 1094.
v. Goodyear D. V. Co., 13 Blatchf. 375, U. S. C. C., S. D. N. Y.: 897, 898.
v. Russell, 35 Fed. 17: 1136.
Cely v. Griffin, 113 Fed. 981: 85.
Cement Co., *Re*, 17 Am. B. R. 375: 2070.
Center v. Cady, C. C. A., 184 Fed. 605: 629.
Centerville v. Fidelity Tr. & G'y Co., C. C. A., 118 Fed. 322: 499.
Central Appalachian Co. v. Buchanan, C. C. A., 90 Fed. 454: 962.
Central of Ga. Ry. Co. v. Hitchcock, C. C. A., 91 Fed. 209: 961, 962.
Central of Georgia Ry. Co. v. Paul, 93 Fed. 878: 842.
Central of Georgia Ry. Co. v. Railroad Com. of Ala., 161 Fed. 925: 395, 912.
Central Grain & Stock Exch. v. Board of Trade, C. C. A., 125 Fed. 463, 468: 609, 1106.
Central Indiana Ry. Co. v. Grantham, C. C. A., 143 Fed. 43: 1248.
Central I. & Tr. Co. v. Campbell Com. Co., 173 U. S. 84, 43 L. ed. 623: 2450.
v. Conn. Mutual Life Ins. Co., 104 U. S. 54, 26 L. ed. 693: 2548.
v. Fitzgerald, 94 Fed. 16: 162.
v. Hazard, 30 Fed. 484: 991, 992.
v. Stevens, 169 U. S. 432, 42 L. ed. 807: 158.
v. Taylor, 2 Cranch, C. C. 427: 1128.
Central Nat. Bank v. Conn. Mutual Life Ins. Co., 104 U. S. 54, 26 L. ed. 693: 2548.
Central Ohio R. Co. v. Mahoney, C. C. A., 114 Fed. 732: 1786, 1801.
Central Pacific R. Co. v. Dyer, 1 Saw. 641: 495, 505.
Central R. Co. v. Bourbon County, 116 U. S. 538, 29 L. ed. 725: 2526.
Central R. & B. Co v. Farmers' L. & Tr. Co., 56 Fed. 357: 166, 947.
v. Farmers' L. & Tr. Co., 113 Fed. 405, 412: 954, 1014.
v. Farmers' L. & Tr. Co., 79 Fed. 158: 1008.
v. Pettus, 113 U. S. 116, 128, 28 L. ed. 915, 919: 968, 1330, 1331, 1336, 1338, 1339.
Central R. Co. v. Pettus, 113 U. S. 116, 28 L. ed. 915: 423, 425, 822, 1277, 1294.
v. Wright, 164 U. S. 327, 41 L. ed 454: 1574.
v. Jersey City, 199 Fed. 237, 246: 67, 72, 648, 1264.
v. Mills, 113 U. S. 249, 28 L. ed. 949: 71, 119.
Central Stockyards Co. v. Louisville & N. I. Co., 112 Fed. 823: 893.
Central of Georgia Ry. Co. v. Railroad Com. of Ala: 767.
Central Tr-Co. v. Benedict, C. C. A., 78 Fed. 198: 145.
v. Bridges C. C. A. 57 Fed. 753: 143, 145.
v. Carter, C. C. A., 78 Fed. 225: 145.
v. Central Iowa Ry. Co., 38 Fed. 889: 965, 1279.
v. Central Trust Co. of Illinois, 216 U. S. 251, 54 L. ed. 469: 381.
v. Charlotte, C. & A. R. Co., 65 Fed. 257: 264, 965, 966.
v. Chicago, K. & T. Ry. Co., 54 Fed. 598: 416.
v. Cincinnati, H. & D. Ry. Co., 169 Fed. 466: 421, 422.
v. Cincinnati, J. & N. Ry. Co., 58 Fed. 500, 512: 990, 1035, 1249.
v. Citizens' St. Ry. Co., 82 Fed. 1: 931, 2371.
v. Clark, C. C. A., 81 Fed. 269: 959, 970, 997.
v. Colorado Mid. Ry. Co., 89 Fed. 560, 564: 984.
v. Colorado Ry., Light & Power Co., 200 Fed. 85: 959, 961.
v. Condon, C. C. A., 67 Fed. 84, 111: 1333.

[References are to pages.]

Central Tr. Co. v. Continental Tr. Co., C. C. A., 86 Fed. 517: 1008.
v. East Tenn., Va. & G. R. Co., 30 Fed. 805: 180.
v. East Tenn., V. & G. R. Co., 30 Fed. 895: 965.
v. East Tenn. V. & G. Ry. Co., 59 Fed. 523: 1013.
v. East Tenn. V. & G. Ry. Co., 69 Fed. 658: 180, 955.
v. East Tenn., V. & G. Ry. Co., 70 Fed. 764: 965.
East Tenn. Land Co., 79 Fed. 19: 1009.
v. Eastern T. & G. R. Co., C. C. A., 80 Fed. 624: 965, 968.
v. Grantham, 83 Fed. 540: 144, 147.
v. Grant Locomotive Works, 135 U. S. 207, 34 L. ed. 97: 840, 1258, 1404, 2427, 2459, 2546.
v. Hennen, C. C. A., 90 Fed. 593: 965.
v. Hubinger, 87 Fed. 3: 1255.
v. Louisville & T. Ry. Co., 81 Fed. 772: 965.
v. Madden, C. C. A., 70 Fed. 450, 451: 836, 837, 965.
v. Marietta & N. Y. Ry. Co. C. C. A., 48 Fed. 850, 860: 2427, 2428.
v. Marietta & N. G. Ry. Co. C. C. A., 48 Fed. 864: 2427.
v. Marietta & N. G. R. Co., 48 Fed. 14: 825.
v. Marietta & N. G. R. Co., 63 Fed. 492: 827.
v. Marietta & N. G. Ry. Co. 75 Fed. 41: 1228.
v. Marietta & N. G. R. Co., C. C. A., 75 Fed. 193: 990.
v. Marietta & N. G. R. Co., 75 Fed. 209: 990.
v. McGeorge, 151 U. S. 129, 38 L. ed. 98: 195, 611, 824, 826, 843, 1544, 1545.
v. New Amsterdam Gas Co., 167 Fed. 983: 1330.
v. Ohio Cent. R. Co., 23 Fed. 306: 981, 1037.
v. Peoria, D. & E. Ry. Co., C. C. A., 118 Fed. 30: 1251, 1252.
v. Pullman's P. C. Co., 139 U. S. 24, 38-40, 35 L. ed. 55, 60, 61: 1553, 2425.
Central Tr. Co. v. Pullman's Palace Car Co., 139 U. S. 24, 29, 39, 11 Sup. Ct. 478, 481, 35 L. ed. 55, 61: 1426, 2556, 2552, 2425.
v. Richmond N. I. & Br. Co. 54 Fed. 723: 967.
v. Sheffield & B. C. & I. Ry. Co., 44 Fed. 526: 990, 992.
v. Sheffield & B. C. I. & Ry. Co., 60 Fed. 9: 1246.
v. Sheffield & B. C. I. & Ry. Co., 60 Fed. 1010: 1243.
v. St. L. A. & T. Ry. Co., 40 Fed. 426: 578, 1012.
v. St. Louis, A. & T. Ry. Co., 41 Fed. 551, 555, 556: 1012, 1013, 2482.
v. St. Louis, A. & T. Ry. Co., 41 Fed. 551, 553, 554: 957.
v. St. Louis, A. & T. Ry. Co., 59 Fed. 385: 860.
v. Texas & St. L. Ry. Co., 22 Fed. 135: 947, 952, 953, 965.
v. Texas & St. L. Ry. Co., 23 Fed. 673, 674, 675: 972.
v. Texas & St. L. Ry. Co., 23 Fed. 703: 970.
v. Texas & St. L. Ry. Co., 23 Fed. 703: 964.
v. Texas & St. L. Ry. Co., 23 Fed. 704, 705: 959.
v. Texas & St. L. Ry. Co., 24 Fed. 153: 1020.
v. T. & St. L. Ry. Co., 32 Fed. 448: 1233.
v. U. S. Flour Milling Co., 112 Fed. 371: 954.
v. U. S. Flour Milling Co., 113 Fed. 587: 1167.
v. Valley R. Co., 55 Fed. 903: 1331.
v. Wabash, St. L. & P. Ry. Co., 23 Fed. 863, 865-867: 966, 985, 986, 988, 994, 1003.
v. Wabash, St. L. & P. Ry. Co., 23 Fed. 675: 1031.
v. Wabash, St. L. & P. Ry. Co., 26 Fed. 74: 1011.
v. Wabash, St. L. & P. Ry. Co., 27 Fed. 175: 1231.
v. Wabash, St. L. & P. Ry. Co., 29 Fed. 618: 180, 949, 1038.
v. Wabash, St. L. & P. Ry. Co., 30 Fed. 332, 334: 969.
v. Wabash, St. L. & P. Ry. Co, 32 Fed. 187, 188: 1033, 1034, 1035.

[References are to pages.]

Central Tr. Co. v. Wabash, St. L. & P. Ry. Co., 32 Fed. 566: 965.
v. Wabash, St. L. & P. Ry. Co., 32 Fed. 684: 1297, 1300.
v. Wabash, St. L. & P. Ry. Co., 34 Fed. 259: 985, 1008.
v. Wabash, St. L. & P. Ry. Co., 46 Fed. 26: 986.
v. Wabash, St. L. & P. Ry. Co., 46 Fed. 156: 834, 836, 837.
v. Wabash, St. L. & P. Ry. Co., 57 Fed. 441, 444: 1232.
v. Warren, C. C. A., 121 Fed. 323: 964.
v. Washington County, 124 Fed. 813, 814, 815: 823, 825, 830.
v. Western N. C. Co., 89 Fed. 24: 769, 773, 860, 1389.
v. Western R. Co., 89 Fed. 24: 1389.
v. Worcester C. Mfg. Co., C. C. A., 93 Fed. 712: 1268.
v. Worcester Cycle Mfg. Co., 114 Fed. 659: 996.
Central Trust Co. of N. Y. v. Marietta & N. Y. Co., 63 Fed. 492: 808, 842.
v. Sheffield & B. C. I. & Ry. Co., 60 Fed. 9: 1246.
v. Third Ave. R. Co., C. C. A., 180 Fed. 710: 968.
v. Wabash, St. L. & P. Ry. Co., 46 Fed. 156: 836.
v. Wheeling & L. E. R. Co., 189 Fed. 82: 1011, 1013.
Central Vermont Ry. Co. v. Redmond, 189 Fed. 683: 858.
Centre v. Keen, 2 Cranch, C. C. 198: 1146, 1147.
Cerera, The, 149 Fed. 924: 1949, 1950.
Cerro De Pasco Tunnel, etc., Co. v. Haggin, 106 N. Y. App. Div. 401 (action for libel): 789.
v. Haggin, 114 N. Y. App. Div. 116, 99 N. Y. Supp. 683: 793.
Certain Land in Lawrence, *Re*, 119 Fed. 453: 1610.
Certain Merchandise, *Re*, 64 Fed. 576: 2481.
Chable v. Nicaragua, C. C. A., 59 Fed. 846: 994, 1005, 1006, 1037.
Chace v. Vasquez, 11 Wheat. 429: 2433.
Chadbourne v. Coe, 45 Fed. 822: 445.
Chadbourne v. Coe, 51 Fed. 479: 432, 433.
v. German-American Ins. Co., 31 Fed. 625 (24 Blatchf. 539): 1909, 1279.
Chadeloid Chemical Co. v. Chicago Wood Finishing Co., 180 Fed. 770: 579, 585, 587.
Chadwick, Ex parte, 159 Fed. 576: 1511, 2402.
Chadwick v. Kelly, 187 U. S. 540, 47 L. ed. 293: 2395.
v. U. S., 3 Fed. 750: 1063, 1064.
v. U. S., 3 Fed. 753: 1080.
Chadwicke v. U. S., 3 Fed. 750: 1064.
Chaeng-Kee v. U. S., 3 Wall. 320, 18 L. ed. 72: 2553.
Chaffee v. Hayward, 20 How. 208, 15 L. ed. 804: 2510.
Chaffee & Co. v. U. S., 18 Wall. 516, 541, 21 L. ed. 908, 612: 1601, 1062.
Chaffin v. Hull, 39 Fed. 877: 486.
v. Kimball, 23 Ill. 36, 38: 617, 620.
v. Taylor, 116 U. S. 567, 29 L. ed. 727: 2574.
Chafraix v. Board of Liquidation, 11 Fed. 638: 394.
Chaires v. U. S., 3 How. 611, 11 L. ed. 749: 2564.
Chalie v. Pickering, 1 Keen, 749: 1010.
Chalmers Chemical Co. v. Chadeloid Chemical Co., 175 Fed. 995: 58, 320.
Chamberlain, Ex parte, 55 Fed. 704: 999.
Chamberlain, *Re*, 180 Fed. 304: 2247.
Chamberlain v. American Nat. Life & Tr. Co., 11 Hun (N. Y.) 370: 1857, 1883, 1884.
v. Blodgett, 96 Mo. 482, 10 S. W. 44: 592.
v. Browning, 177 U. S. 605, 44 L. ed. 906: 49, 2443.
v. Larned, 32 N. J. Eq. 295: 1250.
v. Mensing, 47 Fed. 435: 715, 1437, 1440.
v. New York, L. E. & W. R. Co., 71 Fed. 636: 1786, 1801.
v. Peoria, D. & E. Ry. Co., C. C. A., 118 Fed. 32: 1258, 1404.
v. The Torgorm, 46 Fed. 202: 1946.

[References are to pages.]

Chamberlaine v. Chester & B. Ry. Co., 1 Exch. 869, 877: 848.
Chamberlain Transportation Co. v. South Pier Coal Co., C. C. A., 126 Fed. 165: 2470, 2511.
Chambers, *Re*, 44 Fed. 786: 1604.
Chambers v. Harrington, 111 U. S. 350, 28 L. ed. 452: 2425.
v. Illinois Cent. R. Co., 104 Iowa, 238, 73 N. W. 593: 1885.
v. McDougal, 42 Fed. 694: 1834, 1845, 1855, 1857, 1923.
v. Prince, 75 Fed. 176: 132, 133.
Chamberszurg Silk Mfg. Co., *Re*, 190 Fed. 411: 2155.
Chambers, Calder & Co., *Re*, 98 Fed. 865: 2099, 2167, 2168.
Chamelin, *Re*, 184 Fed. 553: 2116.
Chamley v. Lord Dunsany, 2 Sch. & Lef. 690, 718: 691.
Champion v. Grand Rapids, etc., Ry. Co., 145 Mich. 676, 108 N. W. 1078: 53.
Champlain Const. Co. v. O'Brien, 104 Fed. 930: 1765, 1819, 1820, 1895, 1904.
Champion Wagon Co., *Re*, 193 Fed. 1004: 2108.
Chancellor Ellett in Harvey v. Kelly, 41 Miss. 490, 93 Am. Dec. 267: 515.
Chancellor Kent in Rills v. Dennis, 3 J. Ch. (N. Y.) 367, 368: 683.
Chancellor Kent in Woods v. Morrell, 1 J. Ch. (N. Y.) 103, 106: 780.
Chancey v. May, Prec. Ch. 592: 426.
Chandler, *Re*, C. C. A., 138 Fed. 637: 2240, 2259.
Chandler, *Re*, C. C. A., 184 Fed. 887: 2202, 2284.
Chandler, *Re*, C. C. A., 194 Fed. 944: 1245.
Chandler v. Andrews, C. C. A., 192 Fed. 543: 1558.
v. Dix, 194 U. S. 590, 48 L. ed. 1129: 347, 389, 392.
v. Pomroy, 87 Fed. 262, 266: 160, 1233.
v. The Willamette Valley, 63 Fed. 130: 179.
v. Thompson, 30 Fed. 38, 45: 1584, 1585, 1600.
v. Thompson, C. C. A., 120 Fed. 940: 2194.
Chanler v. Sherman, C. C. A., 22 L.R.A.(N.S.) 992, 162 Fed. 19: 604.
Chantangeo v. Ababoa, 218 U. S. 476, 54 L. ed. 1116: 660.
Chantler Cloak & Suit Co., *Re*, 151 Fed. 952: 2167, 2179.
Chanute City v. Trader, 132 U. S. 210, 33 L. ed. 345: 2518, 2519.
Chapin v. Friedberger-Aaron Mfg. Co., C. C. A., 158 Fed. 409: 2516.
Chapin v. Fye, 179 U. S. 127, 45 L. ed. 119: 2403, 2406, 2408, 2474.
v. Walker, 2 McCrary, 175: 691.
v. Walker, 6 Fed. 794: 690.
v. Young, 6 L. T. (N. S.) 97:
Chaplin, *Re*, 115 Fed. 162: 2181, 2193.
975.
Chapman, *Re*, 99 Fed. 395: 2070, 2071.
Chapman, *Re*, 153 Fed. 371: 1095, 1718.
Chapman, *Re*, 156 U. S. 211, 39 L. ed. 401: 1511.
Chapman, *Re*, 166 U. S. 661: 1109.
Chapman v. Alabama G. S. R. Co., 59 Fed. 370: 140.
v. Atlantic Trust Co., C. C. A., 119 Fed. 257: 2363, 2428.
v. Barger, Fed. Cas. No. 2,603 (4 Dill. 557): 1776, 1777.
v. Barger, 4 Dillon, 587: 150.
v. Barney, 129 U. S. 677, 682, 32 L. ed. 800, 801: 141, 418, 734, 1289, 1427, 1925, 2554.
v. Bowen, 207 U. S. 89, 52 L. ed. 116: 2297.
v. Chapman, 28 Fed. 1: 1797.
v. Derby, 2 Vern. 117: 322.
v. Forsyth, 2 Howard, 202, 11 L. ed. 236: 2257.
v. School Dist., 1 Deady, 108: 633, 651, 787, 1182.
v. U. S., 164 U. S. 436, 41 L. ed. 504: 2392.
v. Yellow Poplar Lumber Co., C. C. A., 143 Fed. 201, 204: 769, 1186, 2546.
Chappedelaine v. Dechenaux, 4 Cranch, 306, 2 L. ed. 629: 120, 205.
Chappel, *Re*, 113 Fed. 545: 2047, 2133.

[References are to pages.]

Chappell v. Chappell, 86 Md. 532, 39 Atl. 984: 1772, 1808, 1809.
v. Purday, 4 Y. & C. 485: 410.
v. Sheard, 1 Jur. (N. S.) 996: 883.
v. U. S., C. C. A., 81 Fed. 764: 1614.
v. U. S., 160 U. S. 499, 513, 40 L. ed. 510, 515: 1611, 1612, 1614, 2366, 2367.
v. Waterworth, 155 U. S. 102, 39 L. ed. 85: 60, 1757.
Charles Boldt Co. v. Nivison-Weiskopf Co., C. C. A., 194 Fed. 871: 1179.
v. Turner Bros. Co., C. C. A., 199 Fed. 139: 1057.
Charles E. Hires Co. v. Consumers' Co., C. C. A., 100 Fed. 809: 935.
Charles Knosher & Co., *Re*, C. C. A., 197 Fed. 136: 2153, 2271, 2281, 2288.
Charles River Bridge v. Warrren Bridge, 6 Pick. (Mass.) 376: 928.
Charles Tiberghien, The, 148 Fed. 1016: 1287.
Charleston, *Re*, 34 Fed. 531: 1634, 1637, 1638.
Charleston Bridge Co. v. Phœnix Ins. Co., 60 Fed. 929: 1841.
Charleston Light & Power Co., *Re*, 199 Fed. 846, 857: 2404.
Charleston Nat. Bank v. Melton, 171 Fed. 743: 327, 418.
Charles Town Light & Power Co., *Re*, 183 Fed. 160: 2050, 2058, 2060.
Charles Town Light & Power Co., *Re*, 199 Fed. 846, 851: 2130, 2171.
Charlotte, The, 124 Fed. 989: 1942.
Charlotte Nat. Bank v. Southern Ry. Co., C. C. A., 179 Fed. 769: 1556.
Charlton, *Ex parte*, 185 Fed. 880: 1482.
Charman v. Lake Erie & W. R. Co., 105 Fed. 449: 1785.
Charnley v. Sibley, C. C. A., 73 Fed. 980: 1426, 1429.
Charnock v. Court, [1899] 2 Ch. 35: 870.
Charter Oak Fire Ins. Co. v. Star Ins. Co., Fed. Cas. No. 2,623 (6 Blatchf. 208): 1778.
Chase, *Re*, 50 Fed. 695: 314.
Chase, *Re*, 186 Fed. 408: 2236, 2244, 2252.
Chase, *Re*, C. C. A., 124 Fed. 753, 10 Am. B. R. 677: 2026, 2027, 2214.
Chase v. Beech Creek R. Co., 144 Fed. 571: 115, 1807.
Chase v. Driver, C. C. A., 92 Fed. 780: 1252, 2430.
v. Dunham, 1 Paige (N. Y.), 572: 717.
v. Edwards, 2 Wend. (N. Y.) 283: 1086.
v. Erhardt, 198 Fed. 305: 1833, 1849, 1881, 1856.
v. Sanborn, 6 Off. Gaz. 932: 883.
v. Sheldon R. M. Co., 56 Fed. 625: 24, 25, 206.
v. U. S., 155 U. S. 489, 39 L. e. 234: 378, 2358.
v. Wetzlar, 225 U. S. 79, 56 L. ed. 990: 597, 598.
Chase Electric Const. Co. v. Columbia Const. Co., 136 Fed. 699: 732.
Chateaugay Ore & Iron Co., 128 U. S. 544, 555, 32 L. ed. 508, 512: 1448, 1588, 1592, 1600.
Chateaugay Ore & Iron Co. v. Blake, 35 Fed. 804: 2482, 2483.
Chatfield v. Boyle, 105 U. S. 231, 26 L. ed. 944: 2443.
Chatfield v. O'Dwyer, C. C. A., 101 Fed. 797: 2196, 2286.
Chattanooga v. Hill, C. C. A., 139 Fed. 600: 2210.
Chattanooga Medicine Co. v. Thedford, 58 Fed. 347: 693.
Chattanooga, R. & C. R. Co. v. Cincinnati, N. O. & T. P. Ry. Co., 44 Fed. 456: 1782.
Chattanooga Terminal Ry. Co. v. Felton, 69 Fed. 273: 953, 955.
Chauncey v. Dyke Bros. C. C. A., 119 Fed. 1: 2028, 2114.
C. H. Bennett Shoe Co., *Re*, 162 Fed. 691: 2202.
Cheatham v. Edgefield Mfg. Co., 131 Fed. 118: 1431.
Cheatham v. Evans, C. C. A., 160 Fed. 802: 646, 647.
v. Red River Line, 56 Fed. 248: 1941, 1942.
Cheatham El. Switching Device Co. v. Transit Development Co., 191 Fed. 727: 197.
v. Transit Development Co., 197 Fed. 563: 679, 1375.

[References are to pages.]

Cheely v. Clayton, 110 U. S. 701, 28 L. ed. 298: 653.
Cheesbrough v. U. S., 192 U. S. 253, 48 L. ed. 432: 369.
Cheesman v. Hart, 42 Fed. 98, 105: 811, 1582.
Cheiong Al Moy v. U. S., 113 U. S. 216, 28 L. ed. 983: 2532.
Chemical Nat. Bank v. Hartford Deposit Co., 161 U. S. 1, 40 L. ed. 595: 741.
Cheney v. Alaska Treadwell Gold Min. Co., C. C. A., 148 Fed. 808: 217, 264.
v. Bilby, C. C. A., 74 Fed. 52: 556.
v. Goodwin, 34 Atl. 420: 505.
v. Goodwin, 88 Me. 563: 505.
v. Hughes, 138 U. S. 403, 34 L. ed. 993: 2506.
Chequasset Lumber Co., *Re*, 112 Fed. 56: 2077.
Cherokee County Comrs' v. Wilson, 109 U. S. 621, 27 L. ed. 1053: 2532.
Cherokee Indians v. Cherokee Nation, 19 Ct. Cl. 35: 2325, 2327.
Cherokee Nation v. Georgia, 5 Pet. 1, 8 L. ed. 25: 385, 387.
v. Hitchcock, 187 U. S. 294, 47 L. ed. 183: 440, 442.
v. Southern Kansas Ry. Co., 135 U. S. 641, 651, 34 L. ed. 295, 300: 488.
v. Whitmire, 223 U. S. 108, 56 L. ed. 370: 2303, 2347, 2355.
Cherrey v. Monro, 2 Barb. Ch. (N. Y.) 618: 1182.
v. Monro, 2 Barb. Ch. 618: 459.
Chertsy Market, *Re*, 6 Price, 261: 846.
Chesapeake & O. Canal Co. v. Union Bank of Georgetown, 8 Pet. 259, 8 L. ed. 937: 2423.
v. Fire Creek Coal & Coke Co., 119 Fed. 942: 195, 196, 612, 871, 872.
Ches. & Ohio Ry. Co. v. Dixon, 179 U. S. 131, 45 L. ed. 121: 1785, 1800.
Chesapeake & O. C. Co. v. Knapp, 9 Peters, 541, 563, 9 L. ed. 222, 230: 794, 1432.
v. McDonald, 214 U. S. 191, 53 L. ed. 963: 2406.
v. Patton, 5 W. Va. 234: 869.
v. Stojanowski, C. C. A., 191 Fed. 720: 585.
Chesapeake & O. C. Co. v. U. S., 19 Ct. Cl. 300: 2328.
v. U. S., 20 Ct. Cl. 49: 2303.
v. White, 111 U. S. 134, 28 L. ed. 378: 1888.
Chesapeake, O. & S. W. R. Co. v. Hendricks, 88 Tenn. (4 Pickle), 710, 13 S. W. 696, 14 S. W. 488: 1783.
Chesapeake Shoe Co. v. Seldner, C. C. A., 122 Fed. 593: 2293.
Chester v. Chester, 7 Fed. 1: 1805.
v. Life Ass'n of Am. 4 Fed. 487: 743, 746, 922.
v. Wellford, Fed. Cas. No. 2,662 (2 Flip. 347): 114, 1791.
Chesebrough v. U. S., 192 U. S. 253, 48 L. ed. 432: 369.
Chetwood, *Re*, 165 U. S. 443, 461, 462, 155, 168, 1380, 1469, 788: 155, 168, 1380, 1469, 1471.
Chiatovitch v. Hanchett (D. Nev.), 78 Fed. 193: 127, 1817, 1818, 1829.
Chicago v. Collins, 175 Ill. 445, 49 L.R.A. 408, 67 Am. St. Rep. 224: 862.
Chicago v. Mills, 204 U. S. 321, 51 L. ed. 504: 520, 2362, 2367.
Chicago & A. R. Co. v. New York, L. E. & W. R. Co., 24 Fed. 516: 1793, 1797.
Chicago & A. Ry. Co. v. N. Y., L. E. & W. R. Co., 34 Fed. 516: 899, 900, 901.
v. Union R. M. Co., 109 U. S. 702, 27 L. ed. 1081: 706, 707, 1164.
v. Wiggins' Ferry Co., 108 U. S. 18, 27 L. ed. 636: 77.
Chicago, B. & Q. R. R. Co. v. Babcock, 204 U. S. 585, 593, 51 L. ed. 636, 638: 489.
v. B. of C. of Norton County, C. C. A., 67 Fed. 458: 555, 557.
v. Board of Sup'rs. of Appanoose County, Iowa, C. C. A., 182 Fed. 291: 1578.
v. Burlington, C. R. & N. R. Co., 34 Fed. 481: 899, 900, 901, 908.
v. Chicago, 166 U. S. 226, 242, 41 L. ed. 979, 986: 2396, 2400, 2405, 2408.
v. Feintuch, 191 Fed. 482: 302, 549.
v. Nebraska, 170 U. S. 57, 42 L. ed. 948: 2400.

[References are to pages.]

Chicago, B. & O. R. Co. v. Oglesby, 198 Fed. 153: 342, 397.
v. Republic County, C. C. A., 67 Fed. 411: 555.
v. Weil, 183 Fed. 956: 636.
v. Willard, 220 U. S. 413, 55 L. ed. 521: 1784, 1786, 2550.
v. Williams, 205 U. S. 444, 51 L. ed. 875: 2380, 2381.
Chicago, B. & Z. R. Co. v. Republic County, C. C. A., 67 Fed. 413: 557.
Chicago Cheese Co. v. Fogg, 53 Fed. 72, 76: 26, 56, 1174, 3252.
Chicago, C. R. Co. v. Howison, 86 Ill. 215: 926.
Chicago Dollar Director Co. v. Chicago D. Co., C. C. A., 65, Fed. 463: 2480.
Chicago, D. & V. R. Co. v. Fosdick, 106 U. S. 47, 27 L. ed. 47: 1235, 1236.
v. McNulta, 153 U. S. 554, 38 L. ed. 819: 987.
Chicago & E. R. Co. v. Penn, C. C. A., 191 Fed. 682: 2543.
Chicago General Ry. Co. v. C. B. & Q. R. R. Co., 181 Ill. 605, 611: 339.
Chicago Great Western Ry. Co. v. Egan, C. C. A., 159 Fed. 40: 2529.
v. McCormick, C. C. A., 200 Fed. 375: 724.
Chicago, I. & N. P. R. Co. v. Minnesota & N. W. R. Co., 29 Fed. 337: 99, 139, 1765, 1902.
Chicago-Joplin Lead & Zinc Co., *Re*, 104 Fed. 67, 4 Am. B. R. 712: 2050.
Chicago Junction Ry. Co. v. King, 222 U. S. 222, 56 L. ed. 173: 2372, 2374, 2376.
Chicago, Milwaukee & St. Paul Ry. Co. v. Tompkins, 176 U. S. 167, 44 L. ed. 417: 1212.
Chicago Motor Vehicle Co. v. American Oak Leather Co., C. C. A., 141 Fed. 518: 2081, 2084, 2085.
Chicago, M. & St. P. R. Co. v. Hartshorn, 30 Fed. 541: 555, 1183.
Chicago, M. & St. P. Ry. Co. v. Iowa, 145 U. S. 632, 12 Sup. Ct. 978, 36 L. ed. 857: 61, 1768.
Chicago, M. & St. P. Ry. Co. v. Metalstaff, C. C. A., 101 Fed. 769: 1554.
v. Newsome, C. C. A., 174 Fed. 394: 1091, 1552.
v. Pullman P. C. Co., 50 Fed. 24: 485, 788.
v. Third Nat. Bank, 134 U. S. 276, 289, 33 L. ed. 900, 904: 693, 723, 729.
v. Tompkins, 176 U. S. 167, 44 L. ed. 417: 2541.
Chicago Music Co. v. J. W. Butler Paper Co., 19 Fed. 78: 513, 514, 546.
Chicago & N. W. Ry. Co. v. Crane, 113 U. S. 424, 28 L. ed. 1064: 139.
v. Kendall, C. C. A., 167 Fed. 62: 1553.
v. McKinley, 99 U. S. 147, 25 L. ed. 272: 1827.
v. Ohle, 117 U. S. 123, 6 Sup. Ct. 632, 29 L. ed. 837: 126, 1919.
v. Osborne, 146 U. S. 354, 36 L. ed. 1002: 2382.
v. Whitton, 13 Wall. (80 U. S.) 270, 20 L. ed. 571: 1762.
Chicago & O. R. Co. v. McCammon, C. C. A., 61 Fed. 772: 1253.
Chicago Pneumatic Tool Co. v. Phila. Pneumatic Tool Co., 118 Fed. 852: 197.
Chicago, R. I. & P. Ry. Co. v. Barrett, C. C. A., 190 Fed. 118: 2477, 2542.
v. Ludwig, 156 Fed. 152: 394.
v. Martin, 178 U. S. 245, 248, 44 L. ed. 1055: 1758, 1759, 1787, 1792, 1810.
v. Martin, 178 U. S. 245, 249, 250, 44 L. ed. 1055, 1056, 1057: 1789, 1810.
v. Martin, 59 Kansas, 437, 53 Pac. 461: 1810.
v. Schwyhart, 227 U. S. 184, 56 L. ed. —: 1783, 1784, 1785.
v. St. Joseph Depot Co., 92 Fed. 22: 661.
v. Stepp, 151 Fed. 908: 1782, 1786, 1908, 1917.
v. Swanger, 157 Fed. 783: 394.
v. Stone & Bronnenberg (Kansas), 79 Pac. 655: 1901.
Chicago, St. L. & No. Ry. Co. v. Commonwealth, 72 S. W. 1119, 24 Ky. Law Rep. 2124: 1769.

[References are to pages.]

Chicago, St. L. & No. Ry. Co. v. Macomb, 2 Fed. 18: 558, 1124.
v. McComb, Fed. Cas. No. 2,-670 (17 Blatchf. 371): 109.
Chicago, St. P., M. & O. Ry. Co. v. Dakota County, 28 Fed. 219: 139.
v. Myers, C. C. A., 80 Fed. 361, 365, 25 C. C. A., 486: 1091.
v. Roberts, 141 U. S. 690, 12 Sup. Ct. 123, 35 L. ed. 905: 1831, 1926, 1927, 2421, 2424.
Chicago Terminal Transfer R. Co. v. Bomberger, C. C. A., 130 Fed. 884: 2474.
Chicago Title & Tr. Co., Ex parte, C. C. A., 146 Fed. 742: 1446, 1449, 2291.
Chicago Title & Tr. Co. v. Federal Tr. & Sav. Bank, 192 Fed. 967: 2177, 2207, 2208.
v. Newman, C. C. A., 187 Fed. 573, 577: 610, 612, 613, 1041.
Chicago Trust & Sav. Bank v. Bentz, C. C. A., 59 Fed. 645, 647: 857.
Chicago Union Traction Co. v. State Board of Equalization, 114 Fed. 557, 567: 555.
Chicago & V. R. Co. v. Fosdick, 106 U. S. 47, 84, 27 L. ed. 47, 55: 1266, 1267, 2507, 2534.
v. Fosdick, 106 U. S. 47, 84, 85, 27 L. ed. 47, 64, 65: 2428, 2552.
Chicago & W. I. R. Co. v. Lake Shore & M. S. Ry. Co., 5 Fed. 19, 10 Biss. 122: 138.
Chicago Wooden Ware Co. v. Miller Ladder Co., C. C. A., 133 Fed. 541: 2431.
Chick v. Northwestern Shoe Co., 118 Fed. 933: 1216.
Chickasaw Nation v. U. S., 19 Ct. Cl. 133: 2331.
Chicot County v. Sherwood, 148 U. S. 529, 37 L. ed. 546: 349, 1427.
Chief, The, C. C. A., 142 Fed. 349: 2434.
Chiesa v. Conover, 36 Fed. 334: 1955.
Chilberg v. Smith, C. C. A., 171 Fed. 805, Wash.: 2177.
Child v. Stenning, 5 Ch. D. 695: 702.
v. U. S., 6 Ct. Cl. 44: 2348.
Childers v. McClaughry, 216 U. S. 139: 2363.
Childress v. Emory, 8 Wheaton, 642, 5 L. ed. 705: 121, 205.
Childs v. District of Columbia, 19 Ct. Cl. 332: 2349.
v. Ferguson, C. C. A., 181 Fed. 795: 737, 740, 1572, 1576.
v. N. B. Carstein Co., 76 Fed. 86: 450.
Chiles, *Re*, 22 Wall. 157, 168, 22 L. ed. 819: 1352, 1372, 1374.
Chils v. Gronlund, 41 Fed. 145: 1586.
v. Gronlund, 41 Fed. 505: 1586, 1601.
Chilton v. Braiden's Adm'x, 2 Black, 458, 17 L. ed. 304: 345.
China, Houlditch v. Donegal, 8 Bligh N. S. 301: 977.
Chin Hen Lock, Ex parte, 174 Fed. 282: 1498.
Chin Ken v. U. S., C. C. A., 191 Fed. 817: 2419.
v. U. S., 196 Fed. 74: 2420.
Chin K. Shue, *Re*, 199 Fed. 282: 1361, 1623.
Chin Man Can v. United States, C. C. A., 170 Fed. 187: 23 59, 23.
Chinn v. Foster-Milburn Co., 195 Fed. 158, 163: 583, 587, 610, 652, 655.
Chinnock v. Patterson, P. & S. Tel. Co., C. C. A., Third Circuit, 112 Fed. 531: 532.
Chin Wah, *Re*, 182 Fed. 256: 1096, 1651, 2419.
Chin Yuen Sing, *Re*, 65 Fed. 571, 572, 788: 1514.
Chin Yow v. U. S. 208 U. S. 8, 52 L. ed. 369: 1499.
Chipman v. Manufacturers' Nat. Bank, 156 Mass. 147, 148, 149: 978.
Chirurg v. Knickerbocker Steam Towage Co., 177 Fed. 943: 1968.
Chisholm v. Georgia, 2 Dall. 419, 1 L. ed. 440: 387.
Chism v. Schiffer, 51 N. J. Law 1: 1431.
Chisolm v. Caines, 121 Fed. 397: 1363.
v. Propeller Tow-Boat Co. of Savannah, 59 S. C. 549, 38 S. E. 156: 1892, 1928.
Chittenden v. Darden, 4 Woods, 437: 1531, 1532.

[References are to pages.]

C. H. Nichols Lumber Co. v. Franson, 203 U. S. 278, 51 L. ed. 184: 1329, 2367.
Choctaw, O. & G. R. Co. v. Hamilton, 182 Fed. 117: 1054.
v. Jackson, C. C. A., 192 Fed. 792, 798: 1555, 2477, 2547.
v. Rolfe, 76 Ark. 220, 88 S. W. 810: 790.
Chorbin v. U. S., 6 Ct. Cl. 430: 1065.
Choteau v. U. S., 20 Ct. Cl. 250: 2325.
Chouteau v. Barlow, 110 U. S. 238, 28 L. ed. 132: 2545.
Chow Chok, *Ex parte*, 161 Fed. 627: 1498.
Chowick v. Dimes, 3 Beav. 290, 292, 293: 743, 922.
Christensen Eng. Co., Matter of, 194 U. S. 458, 48 L. ed. 1072: 1383.
Christensen Eng. Co., 194 U. S. 458, 48 L. ed. 1072: 1382, 1384, 1447.
Christensen Engineering Co., *Re*, 194 U. S. 458, 24 Sup. Ct. 729, 48 L. ed. 1072: 1374.
Christian, *Re*, 82 Fed. 199: 1480.
Christian v. Atlantic & N. C. R. Co., 133 U. S. 233, 33 L. ed. 589: 392, 443.
v. U. S., 7 Ct. Cl. 431: 2306.
v. Williams, 35 Mo. App. 297: 605.
Christian Moerlein Brewing Co. v. Hill, 166 Fed. 140: 862.
Christianson, *Re*, 175 Fed. 867: 2274.
Christie, Matter of, 5 Paige (N. Y.), 242: 1082, 1086.
Christie v. Craig, 2 Mer. 137: 864.
Christie Street Commission Co. v. U. S., C. C. A., 136 Fed. 326, reversing 129 Fed. 506: 368.
Christmas v. Russell, 5 Wall. 290, 305, 18 L. ed. 475, 479: 658.
v. Russell, 14 Wall. 69, 20 L. ed. 762: 143.
Christmas Gold Mining Co. v. Milliken, 200 Fed. 316: 704.
Christy, *Re*, 3 How. 292, 11 L. ed. 603: 1442.
Christy v. Pridgeon, 4 aWll. 196, 18 L. ed. 322: 1568.
Church v. Citizens' St. R. Co., 78 Fed. 526: 521, 524.
v. Hubbard, 2 Cranch. 187, 2 L. ed. 249: 1074.
v. Marsh, 2 Hare, 652: 814.
Church v. Spiegelberg, 33 Fed. 158: 794.
Churchill, *Re*, 197 Fed. 111: 2236, 2238.
Churchill, *Re*, 198 Fed. 711: 2161.
Churton v. Frewen, L. R. 1 Eq. 238: 732.
Chute v. Wisconsin Chemical Co., 185 Fed. 115: 335.
C. H. Venner Co. v. Urbana Waterworks, 174 Fed. 348: 980.
Cilley, *Re*, 58 Fed. 977: 1771.
Cilley v. Patten, 62 Fed. 498: 98, 101.
v. United Shoe Mach. Co., 202 Fed. 598, 599, 600: 1434.
Cimiotti Unhairing Co. v. American Fur Ref. Co., 117 Fed. 623: 908.
v. Am. Fur Ref. Co., 120 Fed. 672: 876.
v. Am. Fur Refining Co., 158 Fed. 171: 925, 927.
v. Am. Fur Refining Co., C. C. A., 168 Fed. 529: 925, 927.
v. Bowsky, 113 Fed. 698, 699: 1058.
v. Frollochr, 121 Fed. 561: 1372.
Cincinnati Equipment Co. v. Degnan, C. C. A., 184 Fed. 834: 484, 827, 839.
Cincinnati H. & D. R. Co. v. Mckeen, 149 U. S. 259, 37 L. ed. 725: 2379, 2381.
v. Thiebard, 177 U. S. 615-620, 44 L. ed. 911-913: 931, 2369.
v. Thieband, C. C. A., 114 Fed. 918: 1596.
v. Thieband, 114 Fed. 918, 52 C. C. A., 538: 121.
Cincinnati, N. O. & Texas Pac. Ry. Co. v. Bohon, 209 U. S. 221, 50 L. ed. 448: 1784, 1785, 1800.
v. Robertson, 115 Kentucky, 858, 74 S. W. 1061, 25 Ky. Law Rep. 265: 1783.
Cincinnati St. Ry. Co. v. Snell, 179 U. S. 395, 45 L. ed. 248: 2400.
Cincinnati & T. Ry. Co. v. Bohon, 200 U. S. 221, 50 L. ed. 448: 1887, 1926.
Cincinnati Traction Co. v. Leach, C. C. A., 169 Fed. 549: 1597.
v. Reebusch, C. C. A., 192 Fed. 520: 1596.

[References are to pages.]

Circassian, The, 6 Ben. 512: 1317.
Citizens' Bank v. Cannon, 164 U. S. 319, 41 L. ed. 451: 26, 1338.
v. Cannon, 164 U. S. 319, 17 S. Ct. 89, 41 L. ed. 451: 41, 49, 1846.
v. De Pauw Co., C. C. A., 105 Fed. 926: 2064.
v. Farwell, C. C. A., 56 Fed. 570: 1422, 1531, 2508.
v. Farwell, C. C. A., 63 Fed. 117: 1563.
v. Nantucket Steamboat Co., 2 Story (U. S.) 16, 5 Fed. Cas. No. 2,730: 1952.
Citizens Sav. & L. Ass'n v. Belleville & S. I. R. Co., C. C. A., 117 Fed. 109: 440.
Citizens' Sav. & Tr. Co. v. Illinois Cent. R. Co., 173 Fed. 556: 520.
v. Illinois Cent. R. Co., C. C. A., 182 Fed. 607: 524, 556, 647.
v. Illinois Cent. R. Co., 205 U. S. 46, 51 L. ed. 703: 594.
Citizens' Tr. Co., of Patterson, N. J. v. Tilt, C. C. A., 200 Fed. 410: 2183.
City of Ashland v. Whitcomb, 121 Wis. 646, 98 N. W. 531: 1884.
City of Augusta, The, C. C. A., 80 Fed. 297, 303, 307, 1321, 1338.
City of Aurora v. West, 25 Ind. 148, aff'd 6 Wall. 139, 18 L. ed. 819: 1809.
City of Bainbridge v. Reynolds, 11 Georgia, 758, 36 S. E. 935: 861.
City Bank v. Bangs, 2 Paige (N. Y.), 570: 566, 568.
v. Skelton, 2 Blatchf. 14: 851.
City Bank of Dowagiac, *Re*, 186 Fed. 250: 2216.
City Bank of Fort Worth v. Hunter, 152 U. S. 512, 38 L. ed. 534: 2568.
City Nat. Bank v. Doolittle, C. C. A., 107 Fed. 236: 2234.
v. Hunter, 129 U. S. 557, 574, 32 L. ed. 752: 2450.
City Nat. Bank of Greenville v. Bruce, C. C. A., 109 Fed. 69: 2179.
City Bank of N. Y. v. Skelton, 2 Blatchf. 14: 856.
City of Bellaire v. Baltimore & O. R. Co., 146 U. S. 117, 13 Sup. Ct. 16, 36 L. ed. 910: 1791, 1799, 1811, 1865.
City of Boston, The, 159 Fed. 257, 182 Fed. 174: 2000, 2001, 2005.
182 Fed. 171: 2004.
182 Fed. 174: 2000.
City of Chicago, *Re*, 64 Fed. 897: 1775, 1795.
City of Carlsbad v. Tibbetts, 51 Fed. 852, 856: 430.
City of Chicago v. Cameron, 22 Ill. App. 91, affirmed 120 Ill. 447: 516.
v. Hutchinson, 15 Fed. 129 (11 Biss. 484): 1798, 1816.
v. Troy Laundry Machinery Co., C. C. A., 162 Fed. 678: 1596.
City of Clarksville, The, 94 Fed. 201: 1938.
City of Clarksdale v. Williamson, C. C. A., 194 Fed. 412: 2493.
City of Cleveland, Tenn. v. U. S., 166 Fed. 677: 1466.
City and County of Denver v. N. Y. Tr. Co., C. C. A., 187 Fed. 890: 78, 436.
City and County of San Francisco v. United Railroads of San Francisco, C. C. A., 190 Fed. 507: 69.
City of Defiance v. McGonigle, C. C. A., 150 Fed. 689: 1025, 1556.
City of Detroit v. Detroit City Ry. Co., 54 Fed. 1: 1819.
v. Detroit City Ry. Co., 55 Fed. 569: 805, 1165.
City of Eau Claire v. Payson, 107 F. 552, 46 C. C. A. 466: 203.
v. Payson, 109 Fed. 676, 48 C. C. A. 608: 203.
City Equity Co. v. Bodine, 141 App. Div. (N. Y.) 907, 126 N. Y. Supp. 439: 711.
City of Florence, The, 56 Fed. 236: 1278.
City of Grand Rapids v. Warren Bros. Co., C. C. A., 196 Fed. 892: 932, 935.
City of Hartford, The, 11 Fed. 89: 1959.
City of Helena v. Helena Waterworks Co., C. C. A., 173 Fed. 18: 41

[References are to pages.]

City of Indianapolis v. Central Tr. Co., 83 Fed. 529: 2371.
v. Central Tr. Co., 27 C. C. A., 580: 2371.
City of Kankakee v. Am. Water Supply Co., C. C. A., 199 Fed. 757: 909.
City of Kansas City, Kan. v. Union Pac. R. Co., C. C. A., 192 Fed. 316: 618.
City of Key West v. Baer, C. C. A., 65 Fed. 440: 1563.
City v. Lamson, 9 Wall. 477, 19 L. ed. 725: 1568.
City of Le Mars v. Iowa Falls & S. C. R. Co., 48 Fed. 661: 1799.
City of Lincoln, The, 19 Fed. 460: 1986.
25 Fed. 835: 1961.
City of Lincoln v. Sun V. S. L. Co., C. C. A., 59 Fed. 756: 2476, 2549.
City of London v. Perkins, 3 Bro. Parl. Cas. 602: 430.
City of Manning v. German Ins. Co., C. C. A., 107 Fed. 52, 54: 2556.
City of Memphis v. Cumberland Tel. & Tel. Co., 218 U. S. 624, 54 L. ed. 1185: 2374, 2368.
v. St. Louis & S. F. R. Co., C. C. A., 183 Fed. 529: 2477.
City of New Orleans v. Fisher, C. C. A., 91 Fed. 574: 324.
v. Howard, C. C. A., 160 Fed. 393: 145, 154, 1242.
v. New Orleans, M. & T. R. Co., 108 U. S. 15, 27 L. ed. 635: 2514.
v. Seixas (Louisiana), 35 La. Ann. 36: 120.
City of New York v. New Jersey Steamboat Transp. Co., 24 Fed. 817: 111.
City of Norwich, The, 118 U. S. 468, 505, 30 L. ed. 134, 147: 1991, 1997.
6 Benedict. 330, 5 Fed. Cas. No. 2,762: 1991.
City of Owensboro v. Cumberland Telephone & Telegraph Co., C. C. A., 174 Fed. 739: 934, 935.
City of Paducah v. East Tennessee Tel. Co., C. C. A. 182 Fed. 625: 2416.
City of Panama, The, v. Phelps, 101 U. S. 453, 25 L. ed. 1061: 1932.
City of Para, The, 44 Fed. 689: 1993.
City of Pittsburgh, The, 45 Fed. 699: 1933.
City Ry. Co. v. Citizens' Street R. Co., 166 U. S. 557, 570, 41 L. ed. 1114, 1118: 62, 1271.
City of Salem, The, 10 Fed. 843: 1966.
City of Seattle v. Board of Home Missions of Methodist Protestant Church, C. C. A., 138 Fed. 307: 1593.
v. Thompson, C. C. A., 114 Fed. 96: 2415.
City of Seymour v. Farmers Loan & Trust Co., 128 Fed. 907, 63 C. C. A. 633: 203.
City of Shelbyville, Ky. v. Glover, C. C. A., 184 Fed. 234, 240: 935, 936, 998.
City of Stanfield v. Umatilla River Water Users' Ass'n., 192 Fed. 596: 1871.
City of St. Louis v. St. Louis Gaslight Co., 82 Mo. 354: 927.
City of Superior v. Ripley, 138 U. S. 93, 34 L. ed. 914: 202.
City of Washington, The, 13 Blatchf. 410: 1315, 1318.
City of Washington v. Columbus & C. M. R. Co., 53 Fed. 673: 1799.
City Water Co. v. Texas, 88 Tex. 600, 604; Alderson Receivers, § 20: 165.
v. Ottumwa, 120 Fed. 309: 440, 1578.
City of Ysleta v. Canada, 67 Fed. 6: 1840.
City Tr. Co. v. Sedalia Light & Traction Co., 195 Fed. 845: 959, 963, 968.
Claasen, *Re*, 140 U. S. 200, 208, 35 L. ed. 409, 412: 2481, 2489.
Clabaugh v. Southern Wholesale Grovers' Ass'n., 181 Fed. 706: 1295.
Claflin v. Bennett, 51 Fed. 693, 701: 730, 1337.
Claflin v. Commonwealth Ins. Co., 110 U. S. 81, 28 L. ed. 76: 1812, 1862.
v. Robbins, Fed. Cas. No. 2,776 (1 Flip. 603): 1767.

[References are to pages.]

Claflin v. Smith, 13 Abb. N. C. (N. Y.) 205, 4 Civ. Pro. R. (N. Y.) 240, 66 How. Pr. (N. Y.) 168: 789.
Clagett v. Duluth Tp., 143 Fed. 824: 402, 667.
Claggett v. Kilbourne, 1 Black, 346, 17 L. ed. 213: 1422, 1423.
Claiborne v. Waddel, 50 Fed. 368: 99.
Claiborne County v. Burks, 111 U. S. 400, 28 L. ed. 470: 1577.
Clapp v. Otoe County, C. C. A., 104 Fed. 473: 1456.
Clapp v. Spokane, 53 Fed. 515: 37.
Clara A. M'Intyre, The, 94 Fed. 552: 979.
Clarafede v. Commercial Union Ass'n, (C. A.) 32 W. R. 262: 794.
Clare v. National City Bank, 14 Blatchf. 445: 1279.
v. Wood, 1 Hare, 314: 1060.
Clarey v. Marshall's Heirs, 4 Dana (Ky.), 95, 96: 1405.
Clarion Bank v. Jones, 21 Wall. 325, 22 L. ed. 542: 2066.
Clark, *Re*, 176 Fed. 955: 2200.
Clarke, *Ex parte*, 100 U. S. 399, 403, 25 L. ed. 715, 716: 1514.
Clark, *Ex parte*, 128 U. S. 395, 32 L. ed. 487: 1510.
Clark, *Re*, 2 Benedict, 540: 1629, 1630.
Clark v. Allen, 117 Fed. 699, 701: 1344.
v. Am. Coal Co., 86 Ia. 436, 17 L.R.A. 557: 518.
v. Am. Dock & I. Co., 25 Fed. 641: 1322.
v. American Mfg. & En. Co., C. C. A., 101 Fed. 962: 2072.
v. Atlantic City, 180 Fed. 598: 1577.
v. Barnard, 108 U. S. 436, 27 L. ed. 780: 390.
v. Bever, 139 U. S. 96, 116, 35 L. ed. 88, 96; 1570.
v. Bever, 139 U. S. 96, 11 Sup. Ct. 468, 35 L. ed. 88, affirming 31 Fed. 670: 1763.
v. Blair, 14 Fed. 812: 1392.
v. Brown, C. C. A., 119 Fed. 130: 1021, 1041, 1042.
v. Central of Ga. R. & B. Co., C. C. A., 66 Fed. 803: 963.
Clark v. Chicago, M. & St. P. Ry. Co., 11 Fed. 355 (3 McCrary, 591): 1803.
v. Central R. R. & B. Co., 66 Fed. 803: 961.
v. Chicago, R. I. & P. Ry. Co., 194 Fed. 505: 1842, 1918.
v. Delaware & H. Canal Co., 11 R. I. 36: 1827.
v. Doerr, C. C. A., 143 Fed. 960: 2460.
v. Equitable Life Assur. Soc., 143 Fed. 175: 2160.
v. Five Hundred and Five Thousand Feet of Lumber, C. C. A., 65 Fed. 236: 1945.
v. Five Hundred and Five Thousand Feet of Lumber, C. C. A., 70 Fed. 1020: 1945.
v. Fredericks, 105 U. S. 4, 26 L. ed. 938: 2547.
v. Freeman, 11 Beav. 112: 896.
v. Great Northern Ry. Co., 81 Fed. 282: 445.
v. Guy, 114 Fed. 783: 1771.
v. Hall, 7 Paige (N. Y.), 382: 737, 1393.
v. Hancock, 94 U. S. 493, 24 L. ed. 146: 2518.
v. Henne & Meyer, C. C. A., 127 Fed. 288, 11 Am. B. R. 583: 2061, 2062.
v. Iowa Fruit Co., 185 Fed. 604: 1245.
v. Johnson, C. C. A., 199 Fed. 116: 1225.
v. Kansas City, 172 U. S. 334, 43 L. ed. 467: 2422.
v. Kansas City, 176 U. S. 114, 44 L. ed. 392: 2423.
v. Keith, id. 464, 27 L. ed. 302: 2574.
v. Killian, 103 U. S. 766, 26 L. ed. 607: 1402, 1403, 1404.
v. Lord Rivers, L. R. 5 Eq. 91, 97: 487.
v. Mathewson, 12 Pet. 164, 9 L. ed. 1041: 752, 758.
v. Mathewson, 2 Sumn. 262: 752, 758.
v. Norwalk Steel & Iron Co., 188 Fed. 999: 2038.
v. Opdyke (New York), 10 Hun, 383: 1884.
v. Periam, 2 Atk. 337: 484.
v. Pidcock, C. C. A., 129 Fed. 745: 2284, 2286.

[References are to pages.]

Clark v. Reyburn, 8 Wall. 318, 19 L. ed. 354: 1266.
v. Roller, 199 U. S. 541, 50 L. ed. 300: 658, 660, 1186, 1259.
v. Scott, 5 Fisher, 245: 673.
v. Sibway, 142 U. S. 682, 35 L. ed. 1157: 2440.
v. Smith, 13 Pet. 195, 10 L. ed. 123: 342, 343, 645, 1573.
v. Sohier, 1 W. & M. 368: 1581.
v. Southern Pac. Co., 175 Fed. 122: 62, 1757, 1913.
v. U. S., 99 U. S. 493, 25 L. ed. 481: 2314.
v. U. S., 11 Ct. Cl. 698: 2306.
v. Wells, 203 U. S. 164, 51 L. ed. 138: 1531, 1532, 1902, 1903.
v. Wooster, 119 U. S. 322, 325, 30 L. ed. 392, 393, 532, 533.
Clark Coal & Coke Co., 173 Fed. —: 2108.
Clarke, *Ex parte*, 100 U. S. 399, 25 L. ed. 715: 1479.
Clarke, Ex parte, 1 R. & M. 563: 904.
Clarke v. Byne, 13 Ves. 386: 564.
v. Central R. & B. Co., 54 Fed. 556: 984.
v. Central R. R. & B. Co., 66 Fed. 16: 1036, 1037.
v. Chase, Fed. Cas. No. 2,845 (Brunner Col. Cas. 638): 1902.
v. Clarke, 178 U. S. 186, 44 L. ed. 1028: 399.
v. Eureka County Bank, 116 Fed. 534: 1900.
v. Eureka County, 131 Fed. 145: 2484.
v. Larremore, 188 U. S. 486, 47 L. ed. 555, 3 Sup. Ct. 363: 2098, 2112, 2173.
v. Larremore, 188 U. S. 486, 23 Sup. Ct. 363: 2174.
v. Mathewson, 12 Pet. 164, 9 L. ed. 1041: 98, 143, 466.
v. McDade, 165 U. S. 168, 171, 41 L. ed. 673, 674: 2401, 2433.
v. Morey, 10 Johns. (N. Y.) 69: 354.
v. Price, 2 Wilson Ch. Cas. 157: 889, 890.
v. Rogers, C. C. A., 183 Fed. 518: 2184, 2205, 2215.
v. Rogers, 228 U. S. 534: 2184.
v. Tipping, 4 Beav. 588: 690.
Clarke v. White, 12 Pet. 178, 9 L. ed. 1046: 891, 899.
Clarkhuff v. Wisconsin, I. & N. R. Co., 26 Fed. 465: 1915.
Clarks Ex'rs v. Van. Riemsdyk, 9 Cranch, 153, 161, 3 L. ed. 688, 690: 626.
9 Cranch, 153, 160, 3 L. ed. 688, 690: 626, 1058, 1059.
Clarkson v. Manson, 4 Fed. 257: 53.
v. Manson, 59 How. 480: 53.
v. Manson (N. Y.), 60 How. Pr. 45: 53.
Clason v. Morris, 10 Johns (N. Y.) 524: 621.
Classe v. Rippon, 1 B. & Ald. 586: 738.
Clatsop Chief, The, 8 Fed. 163: 1952.
Clausen v. American Ice Co., 144 Fed. 723: 132, 471, 1839.
Claverburn, The, 148 Fed. 139: 1288.
Clawson v. U. S., 114 U. S. 477, 29 L. ed. 179: 1730.
Claxton v. Adams, 1 MacAr. (D. C.) 496: 1142, 1149.
Clay v. Deskins, C. C. A., 63 Fed. 330: 653, 655.
v. Field, 138 U. S. 464, 479, 480, 34 L. ed. 1044, 1049: 2444.
v. Smith, 3 Pet. 411, 7 L. ed. 723: 2559.
v. Southern Ry. Co., C. C. A., 90 Fed. 472: 1292.
v. Waters, C. C. A., 178 Fed. 385, 21 Ann. Cas. 897: 1368, 1383, 1384, 2032.
v. Waters, 221 U. S. 418, 441, 55 L. ed. 797, 805, 34 L.R.A.(N.S.) 874: 1368.
Clay Center v. Farmers' L. & Tr. Co., 145 U. S. 224, 36 L. ed. 685: 2440.
Claybrook v. Owensboro, 23 Fed. 634, 636: 900.
Clayton v. Utah, 132 U. S. 632, 637, 33 L. ed. 455: 2386.
Cleary, *Re*, 179 Fed. 990: 2091.
Cleaver v. Traders' Ins. Co. (D. Md.), 40 Fed. 863: 1279, 1297, 1907, 1909.
Clegg v. Am. Newspaper Union, 7 Abb. N. C. (N. Y.) 59; St. John v. Beers, 24 How. Pr. (N. Y.) 377: 788.
Cleland, *Re*, 218 U. S. 120, 54 L. ed. 962: 27, 43, 100, 203, 519, 1171, 1172, 1451.

References are to pages.]

Cleland v. Anderson (Neb. Sup. Ct.), 11 Am. B. R. 605: 2163.
v. Casgrain, 92 Mich. 139: 1114.
v. Casgrain, 52 N. W. 460: 1114.
Clement v. Griffith, C. P. Coop. 470: 800.
v. U. S., C. C. A., 149 Fed. 305: 234.
Clements v. Moore, 6 Wall. 299, 18 L. ed. 786: 710, 733, 2547.
v. Moore, 6 Wall. 312, 18 L. ed. 786: 2172.
Cleminshaw v. International Shirt & Collar Co., 165 Fed. 797: 2025.
Clemmens v. Washington Park Steamboat Co., 171 Fed. 168: 723.
Clemmons v. Brinn, 36 Misc. (N. Y.) 157, 35 Misc. (N. Y.) 844, 7 Am. B. R. 714: 2203.
Cleveland v. Chamberlain, 1 Black, 419, 17 L. ed. 93: 1359, 2515, 2518.
v. Cleveland, C. C. & St. L. Ry. Co., C. C. A., 146 Fed. 171: 116.
v. Cleveland, C. C. & St. L. Ry. Co., C. C. A., 147 Fed. 171, 173: 1798, 1835.
v. Cleveland City Ry. Co., 194 U. S. 517, 531, 48 L. ed.
v. U. S., C. C. A., 111 Fed. 341, 349: 1454, 1465.
v. U. S. ex rel. Cunningham, C. C. A., 127 Fed. 667: 1102, 1106: 327. 1464, 1465.
C. C. & I. R. Co. v. McClung, 15 Fed. 905: 91.
Cleveland, C. C. & I. R. Co. v. McClung, 119 U. S. 454, 30 L. ed. 465: 91
Cleveland, C. C. & St. L. R. Co. v. Brown, C. C. A., 56 Fed. 804, 6 C. C. A. 142: 1939.
v. Doerr, 41 Ill. App. 530: 1841.
v. Monaghan, 140 Ill. 474, 30 N. E. 869 (affirming 41 Ill. App. 498): 1854.
v. Reese, 93 Ill. App. 657: 1891.
Cleveland C. & S. R. Co. v. Knickerbocker Tr. Co., 64 Fed. 623: 966.
v. Knickerbocker Tr. Co. 86 Fed. 73: 959.
Cleveland City Ry. Co. v. Cleveland, 94 Fed. 385, 395: 327.
Cleveland F. Co. v. Vulcan B. Co., 72 Fed. 505: 1179.
v. U. S. Rolling S. Co., 41 Fed. 476: 404, 527.
Cleveland Ins. Co. v. Reed, 1 Biss. 180: 647.
Cleveland R. M. Co. v. Rhodes, 121 U. S. 255, 30 L. ed. 920: 2541.
Cleveland Terminal & Valley R. R. Co. v. Cleveland S. S. Co., 208 U. S. 316, 52 L. ed. 508: 1934.
Clews v. Woodstock Iron Co., 44 Fed. 31: 584.
Cliffe, *Re*, 94 Fed. 354: 2069, 2081.
Cliffe, *Re*, 97 Fed. 540: 2137.
Clifford, The, v. U. S., 34 Ct. Cl. 223: 1938.
Clifford v. Williams, 131 Fed. 100: 22, 1481.
Clifton v. Granger, 86 Ia. 573, 575, 53 N. W. 316: 1095.
v. U. S., 4 How. 242, 11 L. ed. 957: 1081.
Climax Lock & Ventilator Co. v. Ajax Hardware Mfg. Co., 192 Fed. 126: 504, 531, 533, 535.
Clinch v. Financial Corporation, L. R. 4 Ch. App. 117, at p. 122: 405, 424.
Clinton v. Englebrecht, 13 Wall. 434, 20 L. ed. 659: 3.
v. Mo. Pac. Ry. Co., 122 U. S. 469, 474, 30 L. ed. 1214, 1215: 1600, 2476.
Clinton Bridge, The, 10 Wall. 454, 19 L. ed. 969: 639.
Clinton E. Warden Co. v. California F. S. Co., C. C. A., 102 Fed. 334: 2468.
Clintonia, The, 11 Fed. 740: 1318.
Clipper Mfg. Co., *Re*, C. C. A., 179 Fed. 843: 2255.
Clippinger v. Missouri Val. Life Ins. Co., 26 Ohio St. 404: 1853.
Cliquot's Champagne, 3 Wall. 114, 18 L. ed. 116: 1081.
C. L. King & Co. v. Inlander, 133 Fed. 416: 508, 535, 542.
Clothier, *Re*, 108 Fed. 199: 2240.
Clothing Co. v. Hazle, 126 Mich. 262, 6 Am. B. R. 265: 2095.
Cloud v. City of Sumas, 52 Fed. 177: 202.

[References are to pages.]

Clough v. Curtis, 134 U. S. 361, 370, 33 L. ed. 945: 329, 1456, 1461, 1462, 2387.
Clover Creamery, Ass'n., *Re*, C. C. A., 176 Fed. 907: 2200.
Cloyes v. Thayer, 3 Hill (N. Y.), 564, 566: 1096.
Clum v. Brewer, 2 Curt. 506: 918.
Clyatt v. U. S., 197 U. S. 207, 49 L. ed. 726: 1596, 1733.
Clyde v. Richmond & D. R. Co., 55 Fed. 445: 823, 824.
v. Richmond & D. R. Co., 56 Fed. 539: 954, 961.
v. Richmond & D. R. Co., 57 Fed. 436: 449.
v. Richmond & D. R. Co., 59 Fed. 394: 1228.
v. Richmond & D. R. Co., 65 Fed. 336: 100, 180, 839, 955.
v. U. S., 13 Wall. 38, 20 L. ed. 479: 2303.
Clyde Mattox v. U. S., 146 U. S. 140, 149, 36 L. ed. 917: 1584, 1585, 1588, 1738, 2556.
C. M. Burkhalter & Co., *Re*, 179 Fed. 403: 992, 2105.
182 Fed. 353: 2105, 2106.
Coal Boat D. C. Salisbury, The, Olc. Adm. 71, 7 Fed. Cas. No. 3,694: 1933.
Coates v. Merrick T. C., 41 Fed. 73: 1153.
v. U. S., 53 Fed. 989, 991: 2323.
Coatsworth v. Lehigh Valley Ry. Co., 115 App. Div. (N. Y.) 7: 524.
Cobb, *Re*, 7 Am. B. R. 104: 2141.
Cobb, *Re*, 112 Fed. 655, 657: 2157.
Cobb v. Clough, 83 Fed. 604: 562.
v. Globe Mut. Life Ins. Co., Fed. Cas. No. 2,921 (3 Hughes, 452): 1831, 1881.
v. Overman C. C. A., 54 L.R.A. 369, 109 Fed. 65: 2203.
v. Overman, C. C. A., 109 Fed. 65, 54 L.R.A. 369, 6 Am. B. R. 324: 2167.
Cobbeltiom v. William, Chan. Cal. 11: 321.
Coburn, *Re*, 126 Fed. 218, 11 Am. B. R. 212: 2059, 2062.
Coburn v. Cedar Val. Land & Cattle Co., 25 Fed. 791: 1904.
v. Cedar V. L. & C. Co., 138 U. S. 196, 222, 34 L. ed. 876, 886: 687, 807.
v. Factors' & Tr. Ins. Co., 20 Fed. 644: 1964.
Coburn v. Ohio Valley Land & Cattle Co., 138 U. S. 196, 223, 34 L. ed. 876, 887: 772.
C. O. Burns Co. v. W. F. Burns Co., 118 Fed. 944: 888.
Coca Cola Co. v. Gay-Ola Co., C. C. A., 200 Fed. 720, 726: 684.
v. Nashville Syrup Co., 200 Fed. 153: 922.
Cochran v. Brannan, 196 Fed. 219: 443, 455.
v. Montgomery County, 199 U. S. 260, 273, 50 L. ed. 182, 188: 1861, 1863, 1864, 1867.
v. Montgomery County, 199 U. S. 260, 273, 50 L. ed. 182, 188: 1866.
v. Pittsburg, S. & N. R. Co., 158 Fed. 549: 154.
v. U. S., 157 U. S. 286, 39 L. ed. 704: 1683.
Cochrane v. Deener, 95 U. S. 355, 24 L. ed. 514: 829.
v. O'Brien, 2 Jones & La T. 380: 563.
Cock v. Evans, 9 Yerg (Tenn.) 287: 731.
Cockcroft, Ex parte, 104 U. S. 578, 26 L. ed. 856: 2447.
Cocke v. Conephaver, C. C. A., 126 Fed. 145: 1404.
Cocker v. Bevis, 1 Ch. Cas. 61: 1420.
v. F. H. & B. Co., 1 Story, 169: 1153.
Cocks v. Varney, 42 N. J. Eq. 514: 501.
Cocksedge v. Metropolitan Coal Consumers' Ass'n., 65 L. T. 432: 795.
Coder v. Arts, 213 U. S. 223, 53 L. ed. 772: 2155, 2178.
v. Arts, C. C. A., 15 L.R.A. (N. S.) 372, 152 Fed. 943: 2155.
Codrington v. Houlditch, 5 Sim. 286: 754.
v. Johnstone, 1 Beav. 520: 978.
Cody Motors Co. v. Warren Motor Car Co., 196 Fed. 254: 583, 584.
Coe, *Re*, 49 Fed. 481, 1 C. C. A. 326, 5 U. S. App. 6: 1928.
Coe, *Re*, 154 Fed. 162: 2145, 2149.
Coe, *Re*, C. C. A., 183 Fed. 745: 2206, 2235.
Coe v. East & W. R. Co. of Ala. 52 Fed. 531: 950.
v. East & Ir. R. Co. of Ala., C. C. A., 85 Fed. 489: 2458.

[References are to pages.]

Coe v. Louisville & N. R. Co., 3 Fed. 775: 899, 900, 901, 902.
v. N. J. Mid. Ry. Co., 27 N. J. Eq. 37: 956, 987, 989.
v. Patterson, 122 App. Div. (N. Y.) 76: 954, 1027.
v. Turner, 5 Conn. 86: 506, 509.
v. Western R. Co., 65 Fed. 16: 1337.
Coeur d'Alene Am. Mining Co. v. Mining Union of Warden, 19 L.R.A. 382, 51 Fed. 260: 805, 869, 898, 910, 1055.
Coeur d'Alene Ry. & Nav. Co. v. Spalding, C. C. A., 93 Fed. 280: 860, 1880, 1895.
Cœur d'Alene Ry. & N. Co. v. Spalding, C. C. A., 93 Fed. 28: 1776.
Coffain v. Cole, 67 Vt. 226: 559.
Coffeen v. Brunton, 5 McLean, 256: 911.
Coffey v. U. S., 116 U. S. 427, 435, 29 L. ed. 681, 684: 2014.
v. U. S., 116 U. S. 436, 29 L. ed. 684: 2548, 2550.
v. U. S., 116 U. S. 442, 29 L. ed. 686: 660.
Coffin, *Re*, 146 Fed. 181: 66.
Coffin, *Re*, 2 Am. B. R. 344, by Referee Dillard: 2267.
Collin v. Board of Commissioners of Kearney County, 114 Fed. 518: 1064.
v. Chattanooga W. & P. Co., 44 Fed. 535: 825.
v. Heatte, 6 Met. (Mass.) 76: 1265.
v. Shaw, 21 Law Rep. 463, Fed. Cas. No. 2,951: 2008.
v. U. S., 156 U. S. 432, 448, 39 L. ed. 481, 489: 1679, 1685, 1688.
Coffman, *Re*, 93 Fed. 422: 2218.
Coghlan v. South Carolina R. Co., 142 U. S. 101, 35 L. ed. 951: 1054.
Cohen, *Re*, 149 Fed. 908: 2241, 2248.
Cohen, *Re*, 136 Fed. 999: 2094.
Cohen v. Com'rs of Goldsboro, 77 N. C. 2: 869.
v. Solomon, 66 Fed. 411: 154.
v. Stephenson & Co., C. C. A., 142 Fed. 467: 875.
Cohens v. Virginia, 6 Wheat. 264, 379, 5 L. ed. 257, 285: 56, 2359, 2398.
Cohn, *Re*, 98 Fed. 75: 2032, 2137.
Cohn v. Baldwin, 74 Hun (N. Y.) 346, 26 N. Y. Supp. 457: 792.
v. Jones, 100 Fed. 639: 1511, 1638.
v. Louisville, N. O. & T. R. Co., 39 Fed. 227: 1861.
Coiron v. Millaudon, 19 How. 113, 15 L. ed. 575: 444, 2550.
Coit v. Campbell, 82 N. Y. 509: 744.
v. N. C. Gold Am. Co., 9 Fed. 577: 1127.
Coker v. Monaghan Mills, 110 Fed. 803: 1800, 1909.
Colaluca, *Re*, 133 Fed. 255: 2078, 2256, 2257.
Colasurdo v. Central R. R. of New Jersey, 180 Fed. 832: 1921.
Colburn v. Duncombe, 9 Sim. 151: 410.
v. Hill, 101 Fed. 500, 41 C. C. A. 467: 1546, 1806, 1908, 1312.
v. Hill, 103 Fed. 340, 43 C. C. A. 253: 1255, 1856, 1926, 1931.
Cole, *Re*, 133 Fed. 414: 2139.
Cole, *Re*, C. C. A., 144 Fed. 392, 16 Am. B. R. 302: 2111, 2116, 2117, 2285, 2293.
Cole, *Re*, C. C. A., 144 Fed. 392, 75 C. C. A. 330: 2281.
Cole, *Re*, C. C. A., 23 L.R.A.(N.S.) 255, 163 Fed. 180, 183: 1367, 1371.
Cole, *Re*, C. C. A., 163 Fed. 180, 183, 90 C. C. A. 50, 53, 23 L.R.A.(N.S.) 255: 1380, 1384, 2281.
Cole, *Re*, C. C. A., 163 Fed. 180, 185: 1371.
Cole v. Carson, C. C. A., 153 Fed. 278: 1426, 1429, 1432.
v. Cunningham, 133 U. S. 107, 33 L. ed. 538: 854.
v. Garland, 107 Fed. 759, 46 C. C. A. 626: 1928.
v. Phila. & E. Ry. Co., 140 Fed. 944, 947: 100, 200, 1024, 1171, 1544, 1545.
Coleman, *Re*, 131 Fed. 151: 1456.
Coleman, *Re*, C. C. A., 136 Fed. 818: 2161.
Coleman v. Decatur Egg Case Co., C. C. A., 186 Fed. 136: 2184.
v. Martin, 6 Blatchf. 119: 821.
v. U. S., 181 Fed. 599: 323, 371.

[References are to pages.]

Coleman v. West H. Ry. Co., 8 W. R. 734: 904.
Coler v. Allen (C. C. A.), 114 Fed. 609: 2452.
v. Brooklyn Eagle, New York Supreme Court (Kings County): 602.
Cole S. M. Co. v. Virginia & G. H. W. Co., 1 Saw. 685, 689: 815, 920, 1196.
v. Virginia & Gold Hill Water Co., Fed. Cas. No. 2,989 (1 Sawy. 470): 441, 445, 899.
Colgate v. Compagnie Francaise, 23 Fed. 82: 625, 686, 1116, 1127.
v. James T. White & Co., 169 Fed. 887: 911.
Colglazier v. Louisville, N. A. & C. Ry. Co., 22 Fed. 568: 136.
Colima, The, 82 Fed. 665, 679: 1992, 1993.
Collector of Customs, *Re*, C. C. A., 55 Fed. 276: 314.
College Clothes Shop, Matter of, 192 Fed. 80: 2110.
Collett v. Bronx Nat. Bank, 200 Fed. 111: 2142, 2175, 2183.
Colley v. Wolcott, C. C. A., 187 Fed. 595: 1332, 1334.
Collier, *Re*, 93 Fed. 191: 2079, 2263.
Collier v. Goessling, C. C. A., 160 Fed. 604: 629.
Collin County Nat. Bank of McKinney, Tex. v. Hughes, C. C. A., 152 Fed. 414: 1446, 1448.
Collingnon v. Hayes, 8 Fed. 912: 879.
Collin Mfg. Co. v. Ferguson & Hutter's Trustee, 54 Fed. 721: 423.
Collins, Ex parte, 149 Fed. 573: 1511.
Collins, *Ex parte*, 151 Fed. 358: 1522.
Collins, *Ex parte*, 154 Fed. 980: 1510.
Collins, *Re*, 157 Fed. 120: 2250.
Collins v. Ashland, 112 Fed. 175: 99, 129, 150, 1902, 1920.
v. Beecher, 45 Mich. 436, 8 N. W. 97: 795.
v. Campbell, 62 Fed. 850: 1865, 1866.
v. Nickerson, 1 Sprague, 126, Fed. Cas. No. 3,016: 2008.
v. Stott, 76 Fed. 613: 1815, 1912.
Collins v. Wellington, 31 Fed. 244: 1783, 1798.
Collins Co. v. Coes, 8 Fed. 517: 1397.
Collins County Nat. Bank v. Hughes, C. C. A., 155 Fed. 389, 393, 394: 748.
Collins & Farwell v. U. S., 34 Ct. Cl. 294: 371.
Collinson v. ————, 18 Ves. 353: 798, 1048.
Colman v. Eastern Counties Ry. Co., 10 Beav. 1: 847, 848.
Colman Co. v. Withoft, C. C. A., 195 Fed. 250: 2205.
Coolnel McLeod, The, 112 U. S. 710, 28 L. ed. 825: 2482, 2520.
Colonial Trust Co., et al. v. Pacific Packing & Navigation Co., 142 Fed. 298: 956, 1012.
Colonial & U. S. Mtg. Co., Ld., v. Hutchinson Mtg. Co., 44 Fed. 219: 404.
Colorado, The, 21 Fed. 592: 1319.
Colorado Central Consol. Min. Co. v. Turck, 150 U. S. 138, 37 L. ed. 1030: 88, 2376.
Colorado Eastern R. Co. v. Chicago B. & Q. R. Co., C. C. A., 141 Fed. 898: 859.
v. Union Pac. Ry. Co. (C. C A.), 94 Fed. 312: 2426.
Colorado Fuel & Iron Co. v. Four Mile Ry. Co., 66 Pac. 902, 29 Colo. 90: 1798, 1882.
Colorado Midland Ry. Co. v. Jones, 29 Fed. 193: 1773.
Colson v. Lewis, 2 Wheat. 377, 379, 4 L. ed. 266: 142.
v. Thompson, 2 Wheat. 336, 4 L. ed. 253: 850.
v. Austin Run Min. Co., C. C. A. 194 Fed. 929: 2071.
Colt v. U. S., C. C. A., 190 Fed. 305: 1585.
Colton v. Rupert, 60 Mich. 318, 27 N. W. 520: 592.
v. Scott, 97 Ala. 447: 693.
Colton Export & Import Col., *Re*, 115 Fed. 158: 2182.
Coltrane v. Baltimore M'g & L. Ass'n, 126 Fed. 839: 1246.
v. Templeton, 106 Fed. 370, 375: 949.
Colt's Patent Firearms Mfg. Co. v. N. Y. S. Goods Co., C. C. A., 186 Fed. 625: 1306.
Columb v. Webster Mfg. Co., 76 Fed. 198: 1291.
Columbia, The, 100 Fed. 890: 1979.

[References are to pages.]

Columbia v. Barnes, 187 U. S. 637; 47 L. ed. 344: 2308.
v. Barnes, 197 U. S. 146, 49 L. ed. 699: 2308.
v. Cauca Co., 190 U. S. 524, 47 L. ed. 1159: 2374.
Columbia Acc. Assoc. v. Rockey, 93 Va. 678, 25 S. E. 1009: 794.
Columbia Ave. Sav. Fund, Safe Deposit, Title & Trust Co. v. Dawson, 130 Fed. 152: 666.
v. MacAfee Co. (C. C. A.), 136 Fed. 402: 2427.
Columbia Bank v. Birkett, 174 N. Y. 112, 102 Am. St. Rep. 478: 2255.
Columbia Chemical Co. v. Duff, C. C. A. 184 Fed. 876: 2572.
Columbia College v. Thacher, 87 N. Y. 311, 41 Am. Rep. 365: 851.
Columbia County v. Branch, 31 Fla. 62, 12 So. 650: 794.
Columbia Fire D. & T. Co., *Re*, 168 Fed. 159: 2176.
Columbia F. & Trust Co. v. Kentucky U. Ry. Co., 60 Fed. 794: 407, 1266.
Columbia Iron Works, *Re*, 142 Fed. 234: 2145, 2148, 2152.
Columbia Iron Works v. National Lead Co., C. C. A., 64 L.R.A. 645, 127 Fed. 99: 2283, 2294.
Columbia Nat. Sand Dr. Co. v. Washed Bar Sand Dr. Co., 136 Fed. 710: 942.
Columbia & P. R. Co. v. Hawthorn, 144 U. S. 202, 36 L. ed. 405: 1600.
Columbia & P. S. R. Co. v. Hawthorne, 144 U. S. 202, 204, 36 L. ed. 405: 1556.
Columbus Ry. Co. v. Patterson, C. C. A., 143 Fed. 245: 1145, 1147.
Columbia R. E. Co., *Re*, 101 Fed. 965: 2091.
Columbia Real Estate Co., *Re*, C. C. A., 112 Fed. 643, 646: 1400, 2059, 2278, 2282.
Columbia River Packers' Ass'n. v. McGowan, 172 Fed. 991: 247, 259, 260.
Columbia Valley R. Co. v. Portland & S. Ry. Co., C. C. A., 162 Fed. 603: 88.
Columbia Water Power Co. v. Columbia El. St. Ry., Lt. & P. Co., 172 U. S. 475, 485, 43 L. ed. 521, 524: 2403, 2407.
Columbian Equipment Co. v. Mercantile Tr. & Dep. Co., C. C. A., 113 Fed. 23: 1211, 1219.
Columbian Government v. Rothschild, 1 Simons, 94, 103: 556.
Columbian Ins. Co. v. Stevens, 37 N. Y. 536: 996.
Columbus v. Mercantile Trust & Deposit Co., 218 U. S. 645, 54 L. ed. 1193: 336, 554.
v. Mercantile Tr. Co., 218 U. S. 645, 663, 54 L. ed. 1193, 1199: 704.
Columbus Chain Co. v. Standard Chain Co. (C. C. A.), 145 Fed. 186: 2472.
Columbus Compress Co. v. U. S. Fidelity & Guaranty Co., C. C. A., 186 Fed. 487: 1560.
Columbus Const. Co. v. Crane Co. (C. C. A.), 101 Fed. 55: 2474.
v. Crane Co., 174 U. S. 600, 43 L. ed. 1102: 2364.
Columbus, H. V. & T. R. R. Co. v. Ellis, 25 Abb. N. C. (N. Y.) 150, 11 N. Y. Supp. 768: 711.
v. Ellis, 11 N. Y. Supp. 768, 19 Civ. Pro. R. 66: 711.
Columbus Iron & Steel Co. v. Kanawha & M. Ry. Co. 171 Fed. 713: 550.
Columbus Ry. Co. v. Patterson, C. C. A., 143 Fed. 245: 1147.
Columbus Watch Co. v. Robbins, 148 U. S. 266, 37 L. ed. 445: 2380, 2382.
Colvin, Matter of, 3 Md. Ch. Dec. 279: 938.
Colvin v. Jacksonville, 157 U. S. 368, 39 L. ed. 736: 2366.
v. Jacksonville, 158 U. S. 456, 460, 39 L. ed. 1053: 41, 47, 2296, 2367, 2442.
Combustion Utilities Corporation v. Worcester Gaslight Co., 190 Fed. 155: 1397.
Comer v. Felton, C. C. A., 61 Fed. 731: 1013.
Comfort, The, 32 Fed. 327: 1971.
Comingore, *Re*, 96 Fed. 552: 1093.

[References are to pages.]

Comitis v. Parkerson, 56 Fed. 556, 22 L.R.A. 148: 129, 131.
Comly v. Buchanan, 81 Fed. 58: 1391.
Commander in Chief, The, 1 Wall. 43, 17 L. ed. 609: 1962.
Commerce, The, 1 Sprague, 34, Fed. Cas. No. 3,054: 2008, 2009.
Commerce Commission v. Southern Pac. Co. et al., 137 Fed. 606: 2489.
Commercial Acetylene Co. v. Avery Portable Lighting Co., 152 Fed. 642: 855, 856.
Commercial M. M. Ins. Co. v. Union M. Ins. Co., 19 How. 318, 319, 15 L. ed. 636, 637: 628.
Commercial & Sav. Bank v. Corbett, Fed. Cas. No. 3,057 (5 Sawy. 172:) 1856, 1880, 1895.
Commercial Union Assur. Co., L'd, v. N. J. Rubber Co., 64 N. J. Eq. 338, 51 Atl. 451: 655.
Commissioners v. Aspinwall, 24 How. 376, 16 L. ed. 735: 1453.
Com. v. Franklin Ins. Co., 115 Mass. 278: 1008.
Commissioners v. Sellew, 99 U. S. 624, 25 L. ed. 333: 1465, 1466, 1467.
Com'r of Patents v. Whiteley, 4 Wall. 522, 18 L. ed. 335: 265, 1456, 1457.
Com'rs of Johnson County v. Thayer, 94 U. S. 631, 24 L. ed. 133: 1569.
Commissioners of Santa Fe County v. Territory of New Mexico ex rel. Coler, 215 U. S. 296, 54 L. ed. 202: 1465.
Com'rs of Tippecanoe County v. Lucas, 93 U. S. 108, 23 L. ed. 822: 2400.
Commander-in-Chief, The, 1 Wall. 43: 1972.
Commonwealth v. Bradney, 126 Pa. St. 199, 17 Atl. 600: 1704.
v. Deacon, 10 S. & R. (Pa.) 125: 1634.
v. Dedham, 16 Mass. 141: 1707.
v. Demain, Brightly, 441, 3 Pa. L. J. Rep. 487, 6 Pa. L. J. 29: 1707.
v. Dockham, Thach. Cr. Cas. (Mass.) 238: 1710.
Commonwealth v. East Tennessee Coal Co., 97 Ky. 238, 30 S. W. 608: 1763.
v. Edwards, 4 Gray (Mass.) 1: 1661.
v. Fisher, 7 Gray (Mass.) 492: 1661.
v. Franklin Ins. Co., 115 Mass. 278: 1003, 2168.
v. Fredericks, 119 Mass. 199: 1707.
v. Frink, Am. Law Reg. (N. S.) 700, Philadelphia, 1882: 1504.
v. Hazlett, 16 Pa. Superior Ct. 534: 1710.
v. Jackson, 2 Va. Cas. 501: 1710.
v. Kosloff, 5 Serg. & R. (Pa.) 545: 0016.
v. Lannon (Massachusetts), 13 Allen, 563: 1710.
v. Miller, 2 Pars. Eq. Cas. (Pa.) 480; 22 Cyc. 373: 1675.
v. Ramsey, 1 Brewster (Pa.) 422: 22 Cyc. 427: 1705.
v. Sayers, 8 Leigh (Va.) 722; 12 Cyc. 356: 1709.
v. Thompson (Virginia), 4 Leigh, 667, 26 Am. Dec. 339: 1708.
v. Western Union Tel. Co. (Pennsylvania Common Pleas, 1889), 1 Daugh. Co. 141: 1770.
Commonwealth of Kentucky v. Dennison, 24 How. 66, 103, 16 L. ed. 717, 727: 1645.
v. Wendling, 182 Fed. 140: 1876.
Commonwealth Roofing Co. v. North Am. Tr. Co., C. C. A., 135 Fed. 984: 972, 1009.
Commonwealth S. S. Co. v. Am. Shipbuilding Co., 197 Fed. 780: 199.
Commonwealth Trust Co. v. Frick, 120 Fed. 688: 1903.
Commonwealth T. T. & Tr. Co. v. Cummings, 83 Fed. 767: 692.
Compania Azucarera Cubana v. Ingraham, Maxwell & Beals, 180 Fed. 516: 1138, 1152, 1162.
Comptograph Co. v. Universal Accountant Mach. Co., 142 Fed. 539: 412.

[References are to pages.]

Compton v. Jesup, C. C. A., 68 Fed. 47: 666.
v. Jesup, 68 Fed. 263, 283: 145, 156, 660, 669, 1242.
v. Jesup, 167 U. S. 1, 36, 42 L. ed. 55, 68: 660, 1253.
Comstock, *Re*, 154 Fed. 747: 2233.
Comstock v. Eagleton, 196 U. S. 99, 49 L. ed. 402: 2360.
v. Herron, 45 Fed. 660: 467.
v. Herron, 55 Fed. 803: 162, 1772.
v. Lopokowa, 190 Fed. 599: 889.
Conboy v. First Nat. Bank, 203 U. S. 141, 51 L. ed. 128: 2297.
Concannon v. Cruise, 2 Molloy, 332: 1061.
Concord Coal Co. v. Haley, 76 Fed. 882: 1921.
Conde v. York, 168 U. S. 642, 42 L. ed. 611: 2395.
Condon, *Re*, 198 Fed. 947: 2069.
Condon v. Central L. & Tr. Co., C. C. A., 73 Fed. 907: 2458.
Coney v. Winchell, 116 U. S. 227, 29 L. ed. 610: 119.
Coney Island Lumber Co., *Re*, 199 Fed. 197: 2274.
Coney Island Lumber Co., *Re*, 199 Fed. 803: 2215.
Confectioners' Mach. & Mfg. Co. v. Racine Eng. & Mach. Co., 163 Fed. 914, 919: 657, 664, 665, 668, 679, 680, 718, 723, 733.
Confiscation Cases, The, 20 Wall. 92, 22 L. ed. 320: 2013.
Conhaim, *Re*, 100 Fed. 268: 2210.
Conkey Co. v. Russell, 111 Fed. 417: 1381.
Conklin v. U. S. Shipbuilding Co., 123 Fed. 913, 915, 916, 917: 344, 949, 950, 951, 952, 988.
v. U. S. Shipbuilding Co., 124 Fed. 1020: 950.
v. U. S. Shipbuilding Ass'n C. C. A., 126 Fed. 132: 344.
v. U. S. Ship Building Co., 140 Fed. 219: 318, 344.
v. U. S. Shipbuilding Co., 148 Fed. 129: 963.
Conley, *Re*, 120 Fed. 42: 2249.
Conley v. Mathieson Alkali Works, 190 U. S. 406, 408, 411, 47 L. ed. 1113, 1114, 1115: 583.
Conlon v. Oregon Short Line & U. N. Ry. Co., 21 Or. 462, 28 Pac. 501: 80.
Conn v. Chicago, B. & Q. R. Co., 48 Fed. 177: 139, 200.
v. Penn, 5 Wheat. 424, 427, 5 L. ed. 125: 656.
Connaway, *Re*, 178 U. S. 421, 44 L. ed. 1134: 163, 1448.
Connell v. Smiley, 156 U. S. 335, 341, 39 L. ed. 443, 445: 1842.
Connella v. Haskell, C. C. A., 158 Fed. 285: 1475, 1477, 1741, 1744.
Connecticut Fire Ins. Co. v. Manning, C. C. A., 177 Fed. 893: 1554, 2425.
Connecticut Mut. L. Ins. Co. Petitioners, 131 U. S. App. clxxxi: 1449.
Connecticut Mut. L. Ins. Co. v. Cushman, 108 U. S. 51, 27 L. ed. 648: 342, 1268.
v. Hillmon, 188 U. S. 208, 47 L. ed. 446: 1547.
v. Schaefer, 94 U. S. 457, 24 L. ed. 251: 1088.
v. Spratley, 172 U. S. 602, 43 L. ed. 569: 585.
v. Union Tr. Co., 112 U. S. 250, 28 L. ed. 708: 1088.
Conn. & P. R. Co. v. Hendee, 27 Fed. 678: 1164.
Connell v. Smiley, 156 U. S. 335, 39 L. ed. 443: 1790.
v. Utica, U. & E. R. Co., 13 Fed. 241: 1790.
Connell & Sons, *Re*, 120 Fed. 846: 2273.
Conner v. Belden, 8 Daly (N. Y. C. J.) 257: 1037, 1038.
v. Skagit C. C. Co., 45 Fed. 802: 1819.
Connolly v. Belt, 5 Cranch C. C. 405: 869.
v. Kretz, 78 N. Y. 620: 1038.
Connor v. Alligator L. Co., 98 Fed. 155: 94, 146.
v. Scott, Fed. Cas. No. 3,119 (4 Dill. 242): 65, 96, 1835.
v. Skagit Cumberland Coal Co., 45 Fed. 802: 1765.
Connors v. U. S., 158 U. S. 408, 39 L. ed. 1033: 1671.
Conolly v. Taylor, 2 Pet. 556, 7 L. ed. 518: 99, 100, 724.
v. Wells, 33 Fed. 205: 431.
Conover v. Knight, 84 Wisc. 639, 642, 54 N. E. 1002: 788.

[References are to pages.]

Conqueror, The, 49 Fed. 99: 1953, 1944.
166 U. S. 110, 114, 41 L. ed. 937: 2383, 2384, 2457.
Conrad v. Atlantic Ins. Co., 1 Peters, 386, 7 L. ed. 189: 1935.
Conroy, *Re*, 134 Fed. 764, 766: 2238, 2247.
Conroy v. Penn. El. & Mfg. Co., C. C. A., 199 Fed. 427: 1223, 1224, 1225.
Considine v. U. S., C. C. A., 112 Fed. 342, 50 C. C. A. 272: 1726.
Consolidated Brake-Shoe Co. v. Chicago, P. & St. L. Ry. Co., 69 Fed. 412: 404, 1282.
Consol. Cal. & Va. Min. Co. v. Baker, 131 Fed. 989: 1283.
Consolidated Coal Co. v. Polar Wave Ice Co., C. C. A., 106 Fed. 798: 1561, 1564.
Consol. El. S. C. v. Accumulator Co., C. C. A., 55 Fed. 485: 876.
Consolidated Fastener Co. v. Columbian B. & T. Co., 85 Fed. 54: 1136.
Consolidated Gas. Co. v. Mayer, 146 Fed. 150: 556, 924.
v. New York, 157 Fed. 849: 556, 1580.
Consolidated Grocery Co. v. Hammond, C. C. A. 175 Fed. 641: 2557.
Consol. Ice Mach. Co. v. Trenton Hygeian Ice Co., 57 Fed. 898: 1586.
Consolidated Rubber Tire Co. v. B. F. Goodrich Co., 195 Fed. 764: 198.
v. Diamond Rubber Co. of New York, C. C. A., 157 Fed. 677: 875.
v. Ferguson, C. C. A., 183 Fed. 756, 106 C. C. A. 330: 206, 666, 1170, 1444.
v. Finley Rubber Tire Co., 119 Fed. 705: 843, 845.
v. Republic Rubber Co., 195 Fed. 768: 198.
Consol. Safety Valve Co. v. Ashton Valve Co., 26 Fed. 319: 332.
Consolidated Store S. Co. v. Dettenthaler, 93 Fed. 307: 1276.
v. Crosby S. G. & L. Co., 7 Fed. 768: 874.
Consol. S. & W. Co. v. Murray, 80 Fed. 811: 870.
Consolidated T. Co. v. Kansas C. T. Co., 43 Fed. 204: 943.
Consol. Turnpike Co. v. Norfolk & O. V. Co., 228 U. S. 326, 57 L. ed. —: 2405.
Consolidated T. L. Co. v. Kansas C. V. Co., 43 Fed. 204: 942.
Consolidated Water Co. v. Babcock, 76 Fed. 243: 101, 103, 116.
v. Babcock, 173 U. S. 702, 45 L. ed. 1257: 2372.
v. San Diego, 84 Fed. 369: 69.
v. San Diego, 87 Fed. 369: 447.
v. San Diego, 89 Fed. 272: 421, 518.
v. San Diego, 92 Fed. 759: 420, 421.
v. San Diego, 93 Fed. 849, 35 C. C. A. 631: 69
Constable v. Hardenbergh, 76 Hun, (N. Y.) 434, 27 N. Y. Supp. 1022: 792.
v. Harris, T. & R. 496: 938, 975.
Consumers' Coffee Co., *Re*, 162 Fed. 786: 2108, 2109.
Consumers' Cotton-Oil Co. v. Ashburn, C. C. A., 81 Fed. 331, 333, 26 C. C. A., 436: 1424.
v. Nichol, C. C. A., 120 Fed. 818: 2450.
Consumers' Gas Trust Co. v. Quinby, C. C. A., 137 Fed. 882: 520.
Contee v. Dawson, 2 Bland (Md.) 264: 625.
Continental Adjustment Co. v. Cook, 152 Fed. 652: 449.
Continental Casualty Co. v. Spradlin, C. C. A., 170 Fed. 322: 52.
Continental L. Ins. Co. v. Rhoads, 119 U. S. 237, 30 L. ed. 380: 121.
Continental Nat. Bank v. Buford, 191 U. S. 119, 48 L. ed. 119: 2376.
Continental & Commercial Nat. Bank v. Cobb, C. C. A., 200 Fed. 511: 1563, 1564.
Continental & C. Tr. & S. Bank v. Allis-Chalmers Co., 200 Fed. 600, 610, 613: 523, 823, 824, 825, 826, 833, 835.
Continental & C. T. & S. Bank v. Chicago T. & T. Co., C. C A., 199 Fed. 704: 2177 2182, 2207, 2208.
Continental Ins. Co. v. Board of Fire Underwriters, 67 Fed 310: 898.

[References are to pages.]

Continental Ins. Co. v. Rhoads, 119 U. S. 237, 30 L. ed. 380: 723, 1289, 1925.
Continental Nat. Bank v. Heilman, 66 Fed. 184: 404, 1116.
v. Heilman, 81 Fed. 36: 646.
Continental Paper Bag Co. v. Eastern Paper Bag Co., (Paper Bag Patent Case) 210 U. S. 405, 430, 52 L. ed. 1122, 1133: 335, 879.
Continental Securities Co. v. Belmont, 7 N. Y. 206, affirming 150 App. Div. 298: 523.
Continental Securities Co. v. Belmont, 75 Misc. (N. Y.) 234, 250: 524.
Continental Securities Co. v. Interborough R. T. Co., 165 Fed. 945, 963: 522, 524, 1177, 1196.
Continental Tr. Co. v. American S. Co., C. C. A., 80 Fed. 180: 1248.
v. Toledo, St., L. & K. C. R. Co., 59 Fed. 514: 994.
v. Toledo, St. Louis & K. C. Ry. Co., 82 Fed. 642, 647, 661: 151, 417, 465, 827, 831, 838, 843, 844, 1017, 1216.
v. Toledo, St. Louis & K. C. Ry. Co., 86 Fed. 929, 951: 838.
v. Toledo, St. L. & K. C. R. Co., 93 Fed. 532: 963, 970.
Continental Wall Paper Co. v. Lewis Voight & Sons, 106 Fed. 550: 1840, 1841, 1842.
v. Voight & Sons Co., 212 U. S. 227, 53 L. ed. 486: 18, 461.
Continuous Glass Press Co. v. Schmertz Wire Glass Co., C. C. A., 153 Fed. 577: 935.
Contr. & B. Co. v. Continental Tr. Co., C. C. A., 108 Fed. 1: 962.
Converse, *Re*, 42 Fed. 217, 219: 1479.
Converse v. Hamilton, 224 U. S. 243, 56 L. ed. 749: 362.
v. Mears, 162 Fed. 767: 998, 1570.
v. Michigan Dairy Co., 45 Fed. 18: 500, 509.
v. Stewart, 192 Fed. 941: 667.
v. Stewart, C. C. A., 197 Fed. 152: 655.
Conway v. City of New York, 194 Fed. 529: 1949.
Conway v. German, C. C. A., 166 Fed. 672: 2080.
v. Owensboro Sav. Bank & Tr. Co., 165 Fed. 822: 42.
Conyers v. Lord Abergavenny, 1 Atk. 285: 428, 504.
Coogan v. McCarron, 50 N. J. Eq. 611, 25 Atl. 330: 707.
Cook, *Re*, 49 Fed. 833; aff'd. 146 U. S. 983, 13 S. Ct. 40, 36 L. ed. 934: 1643.
Cook v. Anderson Food Co. (N. J. Ch.), 55 Atl. 1042: 1002.
v. Bamfield, 3 Swanst. 607: 1406, 1411, 1414.
v. Barr, 44 N. Y. 156: 1057.
v. Bay, 4 How. (Miss.) 485: 1204.
v. Bee, 2 Tenn. Ch. 344: 731.
v. Burnley, 11 Wall. 659, 20 L. ed. 29: 1146, 1147, 2553, 2554, 2574.
v. de la Garza, 13 Tex. 431: 1084.
v. Foley, C. C. A., 152 Fed. 41, 48: 1422, 1431, 2547, 2556, 2557.
v. Hart, 146 U. S. 183, 36 L. ed. 934: 1483, 1510.
v. Klonos, C. C. A., 164 Fed. 529: 1594.
v. Mancius, 3 Johns Ch. (N. Y.) 427: 456.
v. Matteson, 11 N. Y. Supp. 572: 790.
v. Matteson, 33 N. Y. St. Rep. 497: 788.
v. Robinson, C. C. A., 194 Fed. 785, 792: 2134, 2170, 2174, 2185.
v. Staats, 18 Barb. (N. Y.) 407: 1083.
v. United States, 138 U. S. 157, 181, 34 L. ed. 906, 912: 295.
v. Whitney, Fed. Cas. No. 3,166 (3 Woods, 715): 115, 1924.
Cook County v. Calumet & Co. C. & D. Co., 138 U. S. 635, 653, 34 L. ed. 1110, 1116, 1117: 2386, 2396.
Cook Inlet Coal Fields Co. v. Caldwell, C. C. A., 147 Fed. 475, 478: 2287, 2288.
Cooke v. Avery, 147 U. S. 375, 37 L. ed. 209: 961, 1604.
v. Davies, T. & R. 309: 574, 728.

[References are to pages.]

Cooke v. Gwyn, 3 Ark. 689: 1018.
v. Seligman, 7 Fed. 263 (17 Blatchf. 452): 132, 471, 1811, 1836, 1838, 1851, 1855.
Cookerly v. Great Northern R. Co., 70 Fed. 277: 1820.
Cooley, *Re*, 113 App. Div. (N. Y.) 388: 138.
v. Cooley's Heirs (Tenn. Ch. App.), 37 S. W. 1028: 1245.
v. McArthur, 35 Fed. 37: 124, 1812.
Collidge v. Ray, 75 Fed. 39: 53.
Coolidge v. Stoddard, 120 N. Y. App. Div. 641, 105 N. Y. Supp. 544: 792.
Coombe v. Stewart, 13 Beav. 11: 1266.
Coombs v. Brooks, 3 De G. & S. 452: 1210.
Cooney v. Collins, C. C. A., 176 Fed. 189: 2114.
Coonrod v. Kelly, C. C. A., 119 Fed. 841: 553.
Cooper, *Re*, 138 U. S. 404, 34 L. ed. 993: 1442.
Cooper, *Re*, 143 U. S. 472, 495, 36 L. ed. 232, 239: 216, 1444, 1932.
Cooper v. Brazelton, C. C. A., 135 Fed. 476: 586, 1078.
v. Galbraith, 3 Wash. 564: 126, 130, 131, 132, 1251.
v. Johnson, 157 Fed. 104: 436.
v. Leather Manufacturers' Nat. Bank, 29 Fed. 161: 82, 97.
v. Lewis, 2 Phil. 178: 1164.
v. Mattheys, 5 Penn. L. J. 38: 919.
v. Mattheys, 8 Law R. 413: 909, 919.
v. Newton, 160 Fed. 190: 146.
v. N. H. S. Co., 18 Fed. 588: 1278.
v. People, 13 Colo. 337, 6 L.R.A. 430: 1355.
v. Phibbs, L. R. 2 H. L. 170: 321.
v. Preston, 105 Fed. 403: 50, 55, 118.
v. Richmond & D. R. Co., 42 Fed. 697, 8 L.R.A. 366: 1862, 1866, 1867.
v. Schlesinger, 111 U. S. 148, 151, 28 L. ed. 382, 383: 1597.
v. Wood, 5 Beav. 391: 799.
Cooper Bros., *Re*, 166 Fed. 932: 2234.
Cooper Mfg. Co. v. Ferguson, 113 U. S. 727, 735, 28 L. ed. 1137, 1139: 583.
Coosaw M. Co. v. Carolina M. Co., 74 Fed. 860: 925.
v. Farmers Min. Co., 51 Fed. 107: 925.
v. State, 144 U. S. 550, 12 Sup. Ct. 689, 36 L. ed. 537: 1920.
Cope v. Vallette Dry-Dock Co., 119 U. S. 625, 7 S. Ct. 336, 30 L. ed. 501: 1934.
v. Vallette Dry-Dock Co., 10 Fed. 142: 1934.
Copeland v. Bruning, 72 Fed. 5: 1771.
v. Bruning, C. C. A., 127 Fed. 550: 155, 173.
v. Martin, C. C. A., 182 Fed. 805: 2114.
v. Memphis & C. R. Co., Fed. Cas. No. 3, 209 (3 Woods, 651: 1916.
v. Wheeler, 4 Brown, Ch. C. 256: 686.
Copen v. Flesher, 1 Bond, 440: 500, 501, 726.
Copenhaver, *Re*, 54 Fed. 660: 1454.
Copper King, The, Ld., *Re*, 143 Fed. 649: 2211.
Copper King v. Wabash Min. Co., 114 Fed. 991: 911.
Copper River Min. Co. v. McClellan, C. C. A., 138 Fed. 333: 2467, 2470, 2554.
Copland v. Waldron, C. C. A., 133 Fed. 217: 2448, 2450.
Coquitlam, The, 57 Fed. 706, 714: 1081.
Coquitlam v. U. S., 163 U. S. 346, 41 L. ed. 184: 2411.
Coram v. Davis, 174 Fed. 664, 665: 1056, 1358.
v. Davis, 182 Fed. 939: 1796.
v. Ingersoll, C. C. A., 133 Fed. 126: 857.
v. Ingersoll, C. C. A., 133 Fed. 226: 935.
v. Ingersoll, 148 Fed. 169: 598, 601.
v. Ingersoll, 211 U. S. 335: 319.
Corbin v. Boies, 18 Fed. 3: 118, 119, 1288, 1806.
v. Boies, 34 Fed. 692: 1806, 1925.

[References are to pages.]

Corbin v. County of Black Hawk, 105 U. S. 659, 665, 26 L. ed. 1136, 1138: 50, 199, 200.
v. George, 2 Abb. Pr. (N. Y.) 465: 789.
v. Pike, 37 Iowa, 637: 1918, 1919.
v. Van Brunt, 105 U. S. 576, 26 L. ed. 1176: 109.
Corbitt v. Farmers' Bank, 114 Fed. 602: 170, 1531, 1535, 1903.
v. President, etc., of Farmers' Bank of Delaware, 113 Fed. 417: 95, 115.
Corbus v. Alaska Treadwell Gold-Min. Co., 99 Fed. 334: 76.
v. Alaska Treadwell Gold Mining Co., 187 U. S. 455, 23 Sup. Ct. 157, 47 L. ed. 256: 518, 520.
Corcoran v. Kostrometinoff, C. C. A. 164 Fed. 685: 2480, 2508.
v. Nat. Tel. Co. of West Virginia, C. C. A., 175 Fed. 761: 912.
Core v. Vinal, 117 U. S. 347, 6 Sup. Ct. 767, 29 L. ed. 912: 1792, 1803.
Corel v. Chicago, R. I. & P. Ry. Co., 123 Fed. 452: 127.
Cormack v. Marshall, 211 Ill. 519, 67 L.R.A. 787, 71 N. E. 1077: 1517.
Corn, *Re*, 106 Fed. 143: 2246, 2248, 2249.
Corn, *Re*, C. C. A., 179 Fed. 841: 2114.
Corn Exchange Bank v. Rockwell, 58 Ill. App. 506: 949.
Corn Products Refining Co. v. Chicago Real Estate Loan & Tr. Co., C. C. A., 185 Fed. 63: 1339.
Cornell, *Re*, 97 Fed. 29: 2246.
Cornell v. Bostwick, 3 Paige (N. Y.) 160: 791.
v. Green, 43 Fed. 105, 107: 1176.
v. Green, 88 Fed. 821: 571, 576.
v. Green in C. C. A., 95 Fed. 334: 571, 576.
v. Green, 163 U. S. 75, 41 L. ed. 76: 2371.
v. Nichols & Langworthy Mach. Co., 189 Fed. 556: 1036, 2158.
v. Nichols & L. Mach. Co. C. C. A., 201 Fed. 320: 2158.
Cornell Steamboat Co. v. Fallon, C. C. A., 179 Fed. 293: 1577
Cornett v. Williams, 20 Wall. 226, 22 L. ed. 254: 1075.
Cornette v. Baltimore & O. R. Co., C. C. A., 195 Fed. 59: 1063, 1608.
Corning v. Troy I. & N. Factory, 15 How. 451, 466, 14 L. ed. 768, 774: 2433, 2569.
Corns v. Clouser, 137 Ind. 201, 36 N. E. 848: 790.
Cornue v. Coram, 182 Fed. 941: 1796.
v. Ingersoll, C. C. A., 176 Fed. 194: 158.
v. Ingersoll, C. C. A., 176 Fed. 282: 1780.
Cornwall, *Re*, 9 Blatchf. 114, 6 N. B. R. 305: 2065.
Cornwell Mfg. Co. v. Swift, 89 Mich. 503: 501.
Cornwell Mfg. Co. v. Swift, 50 N. W. 1001: 501.
Corporation of New Orleans v. Winter, 1 Wheaton, 91, 4 L. ed. 44: 100.
Corporation of Rochester v. Lee, 2 2 De G., M. & G. 427: 1210.
Corrigan, *Ex parte*, 2 Can. Cr. Cas. 591: 1707.
Corrigan v. Schmidt, 126 Mo. 304, 28 S. W. 874: 592.
Corrington v. Westinghouse Air Brake Co., C. C. A., 178 Fed. 711: 528.
Corrugated Metal Co. v. Pattison, 197 Fed. 577: 674.
Corsair, The, 145 U. S. 335, 12 S. Ct. 949, 36 L. ed. 727: 1943, 946, 1952.
Corsellis, *Re*, 50 Law T. N. S. 703: 357.
Cort v. Lassard, 18 Or. 221, 6 L.R.A. 653: 890.
Cortelyou v. Johnson & Co., 207 U. S. 196, 28 Spj. Ct. 105, 52 L. ed. 167: 84.
Cortes, *Re*, 136 U. S. 330, 334, 34 L. ed. 464, 466: 1483, 1484.
Cortes Co. v. Tannhauser, 18 Fed. 667: 1138.
Corwin Mfg. Co. v. Henrici Washer Co., 151 Fed. 938: 196, 1913.
Coryell v. Klehn, 41 N. E. 64: 476.
v. Klehn, 157 Ill. 162: 476.
Cosenow, *Re*, 37 Fed. 668: 1501, 1502.

[References are to pages.]

Cosgrove v. Winney, 174 U. S. 64, 43 L. ed. 897: 1482.
Cosgrove Adm'x v. U. S., 33 Ct. Cl. 167: 2341.
Cosmopolitan Min. Co. v. Walsh, 193 U. S. 460, 48 L. ed. 749: 2370.
Cosmopolitan Power Co., *Re*, C. C. A., 137 Fed. 858: 2200, 2279.
Coster v. Parkersburg B. R. Co., 131 Fed. 115: 1013.
Coster's Ex'rs v. Bank of Ga., 24 Ala. 39: 700.
Coston's Case, 33 Ct. Cl. 438: 2308.
Costs in Civil Cases, 1 Blatchf. C. C. 652, 654: 336.
Cota, *Ex parte*, 110 U. S. 385, 28 L. ed. 172: 1519.
Cote v. U. S., 3 Ct. Cl. 64: 2328.
Cotter v. Ala. G. S. R. Co., C. C. A., 61 Fed. 747: 2465, 2468.
Cottier v. Stimson, 18 Fed. 689: 1426, 1429.
v. Stimson, 20 Fed. 906, 907: 675, 676, 1433.
Cotting v. Kansas City Stock-Yards Co., 82 Fed. 850, 857: 936.
v. Kansas City Stock Yards Co., 183 U. S. 79, 114, 46 L. ed. 92, 110: 389, 393, 395.
Cottingham v. Earl of Shrewsbury, 3 Hare, 627: 1271.
Cottle v. N. Y., W. S. & B. Ry. Co., 27 App. Div. (N. Y.) 604, 50 N. Y. Supp. 1008: 696.
Cotton v. Hawaii, 211 U. S. 162, 53 L. ed. 131: 2390, 2422.
Cotton Co. (Alphin & Lake Cotton Co., *Re*, 134 Fed. 477, 14 Am. B. R. 194: 2117.
Cotton & Preston, *Re*, 183 Fed. 181: 2250.
Cotton & Preston, *Re*, 183 Fed. 190: 2221.
Cottrell v. Albany Card & Paper Mfg. Co., 142 App. Div. (N. Y.) 148: 2164.
Couer D'Alene Ry. & Nav. Co. v. Spalding, 6 Idaho, 97, 53 Pac. 107: 1886.
Coughlan v. District of Columbia, 106 U. S. 7, 27 L. ed. 74: 761.
Coughlin v. District of Columbia, 106 U. S. 7, 27 L. ed. 74: 2546, 2555, 2560.
Coulson v. Walton, 9 Pet. 62, 84, 9 L. ed. 51, 60: 399.
Coulter v. Fargo, 127 Fed. 912, 62 C. C. A. 144: 56.
v. Weir, C. C. A., 127 Fed. 897: 394.
Cound v. Atchison, T. & S. F. Ry. Co., 173 Fed. 527: 188, 191.
Counselman v. Hitchcock, 142 U. S. 547, 35 L. ed. 1110: 1098, 1480.
Count de Tolouse Lautrec, *Re*, 102 Fed. 878: 1509.
Countess of Carlisle v. Lord Berkley, Amb. 599: 1025.
Countess of Plymouth v. Bladon, 2 Vern. 32: 1186, 1201.
Countess of Portland v. Producers, 2 Vern. 104: 355.
County Court v. Baltimore & O. R. Co., 35 Fed. 161: 117, 1791, 1915.
County Court of Taylor County v. Baltimore & O. R. Co., 35 Fed. 161: 1868.
County of Greene v. Daniel, 102 U. S. 187, 26 L. ed. 99: 1452.
County of Mobile v. Kimball, 102 U. S. 691, 26 L. ed. 238: 558.
County of San Mateo v. Southern Pacific R. Co., 13 Fed. 145: 76, 77.
County of Tazewell v. Farmers' L. & T. Co., 12 Fed. 752: 521.
Coupe v. Weatherhead, 37 Fed. 16: 1196.
Courier-Journal Job Pr. Co. v. Schaefer-Meyer Br. Co., C. C. A., 101 Fed. 699: 2285, 2290, 2291, 2293.
Courtenay Mercantile Co., *Re*, 186 Fed. 352, aff'd. C. C. A., 194 Fed. 368: 2071.
Courtney v. Pradt, 196 U. S. 89, 49 L. ed. 398: 2363.
Courtney v. Pradt, 135 Fed. 818: 363, 401; 196 U. S. 89, 49 L. ed. 398: 363; C. C. A., 160 Fed. 561: 2356.
Courts, Price v. Forrest, 173 U. S. 410, 43 L. ed. 410: 2321.
Couse v. Columbia Power Mfg. Co. (N. J. Ch.), 33 Atl. 331: 509.
Cousins v. Smith, 13 Ves. 164: 903.
v. Smith, 13 Ves. 544: 427.
Couts v. Townsend, 126 Fed. 249: 2048.
Covell v. Fowler, 144 Fed. 535: 361.

[References are to pages.]

Covell v. Heyman, 111 U. S. 176, 182, 28 L. ed. 390, 392: 151, 152, 158, 177.
Coventry Evans Furniture Co., *Re*, 166 Fed. 516: 2187.
Coveny v. Athill, 1 Dick. 355: 1115.
Covert v. The Brig Wexfords, 3 Fed. 577: 2006.
v. Sargent, 42 Fed. 298: 1273.
v. Waldron, 33 Fed. 311: 101.
Covington, *Re*, 132 Fed. 2274.
Covington v. First Nat. Bank, 185 U. S. 270, 46 L. ed. 906: 2435.
v. First Nat. Bank, 198 U. S. 100, 49 L. ed. 963: 655, 661.
Covington & C. Br. Co. v. Hager, 203 U. S. 109, 51 L. ed. 111: 1453.
Covington D. Co. v. Shepherd, 21 How. 112, 16 L. ed. 38: 941.
Covington & L. Turnpike Road Co. v. Sanford, 164 U. S. 578, 41 L. ed. 560: 68, 72.
Covington S. Y. Co. v. Keith, 121 U. S. 248, 30 L. ed. 914: 2483.
Cowan Infants' Case, 5 Ct. Cl. 106: 2328.
Cowart v. Perrine, 21 N. J. Eq. 101: 712.
Cowden v. Wild Goose Min. & Trading Co., C. C. A., 199 Fed. 561: 578, 586, 1252.
Cowdrey v. Galveston, H. H. R. Co., 93 U. S. 352, 23 L. ed. 950: 968, 1330, 1331, 1335, 1338.
Cowdry v. Cross, 24 Beav. 415: 1378.
v. Railroad Co., 1 Woods, 331, 341, 347: 982, 983, 1021, 1024, 1033, 1034, 1035.
Cowell v. Cape Cod Ship Canal Co., 41 N. E. R. 290, 164 Mass. 235: 450.
v. City Water-Supply Co., 96 Fed. 769: 35, 36, 42.
v. City Water-Supply Co., 121 Fed. 53, 57 C. C. A. 393: 35, 36, 42.
Cowen v. Adams, C. C. A., 78 Fed. 536, 24 C. C. A. 198: 1336.
Cowles v. Mercer County, 7 Wall. 118, 19 L. ed. 86: 134, 135, 348, 349, 1427.
v. Whitman, 10 Conn. 121, 25 Am. Dec. 60: 846.
Cowslad v. Cely, Prec. Ch. 83: 437.
Cowtan v. Williams, 9 Ves. 107: 564, 567.
Cox, *Re*, 199 Fed. 952: 2030, 2134.
Cox v. Barney, 14 Blatchf. 289: 1351, 1352.
v. Gilmer, 88 Fed. 343: 62, 64.
v. Hart, 145 U. S. 376, 36 L. ed. 741: 2554.
v. Land & W. J. Co., L. R. 9 Eq. 324: 885.
v. Price, 2 Va. Dec. 170, 22 S. E. 512: 694, 697.
v. Railroad Co., 68 Ga. 446: 1891.
v. U. S., 6 Pet. 172, 8 L. ed. 359: 1067, 2448, 2450.
v. Western L. & C. Co., 123 U. S. 375, 31 L. ed. 178: 2439.
v. Wright, 9 Jur. (N. S.) 981: 358, 802.
Coy v. Perkins, 13 Fed. 111: 1297.
v. Title Guarantee & Tr. Co., 157 Fed. 794: 1024.
v. Title Guarantee & Tr. Co., 198 Fed. 275: 1098.
Coyne v. Union Pac. R. Co., 133 U. S. 370, 33 L. ed. 651: 1569.
Crabtree v. McCurtain, C. C. A., 66 Fed. 1: 2533.
Craddock v. Fulton, 140 Fed. 426: 1533, 1775.
Craddock-Terry Co. v. Kaufman, 175 Fed. 303: 1785, 2132, 2137.
Craemer v. Washington State, 108 U. S. 124, 42 L. ed. 407: 1509.
Crafts-Riordon Shoe Co., *Re*, 185 Fed. 931: 2061, 2069, 2070, 2213.
Cragin v. Lovell, 109 U. S. 194, 27 L. ed. 903: 323, 2550.
Craig v. Brown, Pet. C. C. 352: 1078.
v. Continental Ins. Co., 141 U. S. 638, 645, 647, 35 L. ed. 886, 887, 888: 1990, 1992, 1993.
v. Cummings, Fed. Cas. No. 3,331, Peters C. C. 431, 2 Washington C. C., 505: 192.
v. Door, C. C. A., 145 Fed. 307: 695, 2474.
v. Leitensdorfer, 123 U. S. 189, 31 L. ed. 114: 330.
v. Smith, 100 U. S. 226, 25 L. ed. 577: 2496.

[References are to pages.]

Craigie v. McArthur, Fed. Cas. No. 3,341, 4 Dill. 474: 1771, 1825.
Cram v. U. S., 162 U. S. 625, 40 L. ed. 1097: 1670.
Cramer, *Re*, 175 Fed. 879: 2116.
Cramer v. Singer Mfg. Co., 93 Fed. 636: 668.
v. Singer Mfg. Co., C. C. A., 147 Fed. 917: 2567, 2571.
v. Wilson, 195 U. S. 108, 49 L. ed. 256: 2467.
Cramond, *Re*, 145 Fed. 966, 17 Am. B. R. 22: 2267.
Crampton v. Zabriskie, 101 U. S. 601, 609, 25 L. ed. 1070, 1071: 317, 426, 848.
Crandall v. Nevada, 6 Wall. 35, 18 L. ed. 745: 2499.
Crane, *Ex parte*, 5 Pet. 189, 190, 8 L. ed. 92, 93: 1445, 1446, 1448.
Crane v. Buckley, 105 Fed. 401: 90.
v. Buckley, C. C. A., 138 Fed. 22: 2487.
v. Buckley, 203 U. S. 441, 51 L. ed. 260: 2487.
v. Chicago & N. W. Ry. Co. 20 Fed. 402: 139.
v. Linneus, 77 Me. 59: 2223.
v. Morris, 6 Pet. 598, 8 L. ed. 514: 1554.
v. Penny, 2 Fed. 187: 608.
Crane Co. v. Guanica Centrale (S. D. N. Y.) 132 Fed. 713: 54.
Crane Iron Co. v. Hoagland, 108 U. S. 6, 27 L. ed. 632: 2520.
Craswell v. Belanger, 56 Fed. 529, 6 C. C. A. 1, 15 U. S. App. 104: 1834, 1837, 1838.
Crave & Martin Co., *Re*, C. C. A., 183 Fed. 769: 2215.
Craven v. Turner, 82 Me. 383, 19 Atl. 864: 1815, 1883.
Craver v. Faurot, 64 Fed. 241: 1405.
Crawford, *Ex parte*, C. C. A., 154 Fed. 769: 2225.
Crawford, *Ex parte*, 165 Fed. 830: 1522.
Crawford, *Re*, S. D. New York, October 30, 1908, U. S. ex rel. Castro v. Williams, S. D. New York, February, 1913: 1501.
Crawford v. Burke, 195 U. S. 176, 49 L. ed. 147: 2205, 2257.
v. Foster, C. C. A., 84 Fed. 939: 608, 610.
Crawford v. Haller, 111 U. S. 796, 28 L. ed. 602: 44.
v. Hubbell, 89 Fed. 1: 58.
v. Illinois Cent. R. Co., 130 Fed. 395: 1783.
v. Johnson, Fed. Cas. No. 3,369 (Deady, 457): 90.
v. McCarthy, C. C. A., 148 Fed. 198: 2367.
v. Points, 13 How. 11, 14 L. ed. 29: 2433.
v. Seattle, R. & S. Ry. Co., 198 Fed. 920: 104.
v. U. S., 212 U. S. 183, 53 L. ed. 465: 1727.
v. The William Penn, 1 Pet. C. C. 106: 354.
Crawshay v. Soutter, 6 Wall. 739, 18 L. ed. 845: 2447.
Creach v. Equitable Life Assur. Soc., 83 Fed. 849: 1814.
Creagh v. Eq. Life Assur. Soc., (D. Wash.) 83 Fed. 849: 125, 1829.
v. Equitable Life Assur. Soc., 88 Fed. 1: 131, 1788.
Crease v. Babcock, 10 Met. (Mass.) 532: 425.
Credit Co. v. Arkansas Cent. R. Co., 15 Fed. 46: 989.
v. Arkansas Central R. Co., 15 Fed. 446: 988.
v. Arkansas C. Ry. Co., 128 U. S. 258, 261, 32 L. ed. 448, 449: 2459, 2460, 2461, 2462, 2472.
Credits Commutation Co. v. U. S., 91 Fed. 570, 573: 840, 841.
v. U. S. 177 U. S. 311, 44 L. ed. 782: 838, 840, 841.
Creely, *Re*, (Cala. Ct. of App., First Dist., August 1908) 97 Pac. 766: 1355.
Crehore v. Ohio & M. Ry. Co., 131 U. S. 240, 9 Sup. Ct. 692, 33 L. ed. 144: 1846, 1929.
Cremen v. Hawkes, 2 Jones & La. T. 674: 1019.
Crenshaw, *Ex parte*, 15 Pet. 119, 10 L. ed. 682: 2533, 2559.
Crenshaw, *Re*, 95 Fed. 632: 2251.
Crenshaw, *Re*, 155 Fed. 271: 2136.
Crenshaw, *Re*, 156 Fed. 638: 2084.
Crenshaw v. Miller, 111 Fed. 450: 1881.
Crescent City L. S. Co. v. Butchers' U. L. S. Co., 12 Fed. 225: 636, 637.

[References are to pages.]

Cresson & Clearfield Coal & Coke Co. v. Stauffer. C. C. A., 148 Fed. 981: 2051.
Cressy v. Meyer, 138 U. S. 525, 34 L. ed. 1018: 648.
Creswell v. Kennedy, 3 MacArthur, 78: 347.
Creuze v. Bishop of London, Dick. 687: 1021.
Crew v. Joliff, Prec. in Ch. 93: 1284.
v. Martin, 1 Fowler Ex. Pr. 225: 590.
Crews v. Burcham, 1 Black, 352, 17 L. ed. 91: 495, 505.
Cribb v. State, 9 Fla. 409: 1734.
Criblier, *Re*, 184 Fed. 338: 2153.
Crickard v. Crouchs Adm'rs, 41 W. Va. 503: 497.
v. Crouch's Ad'mr, 23 S. E. 727: 497.
Cricket, The, 48 L. T. 535: 1994.
Crim v. Woodford, C. C. A., 136 Fed. 34: 2286.
C. R. I. & P. R. Co. v. Howard, 7 Wall. 392, 19 L. ed. 117: 1250.
Crist, *Re*, 116 Fed. 1007: 2243.
Crittenden, Matter of, 2 Flip. 212: 1315, 1320.
Crittenden v. Field, 8 Gray (Mass.), 621: 1204.
Crocker v. Oakes, 117 Fed. 363: 162.
v. State, 47 Ga. 568: 1712.
Crocker Nat. Bank v. Pengenstecher, 44 Fed. 705: 1531, 1768, 1902.
Crocket v. Lee, 7 Wheat. 522, 5 L. ed. 513: 476.
Crockett v. Bishton, 2 Madd. 446: 1084.
v. Lee, 7 Wheat. 522, 5 L. ed. 513: 2544.
Cröft v. Day, 7 Beav. 84: 886.
Crofts v. Wortley, 1 Ch. Cas. 241: 635, 638.
Crofut v. Brandt, 13 Abb. Pr. (N. S.) 132: 1318, 1320.
Cromwell v. County of Sac, 94 U. 351, 24 L. ed. 195: 660, 662.
v. County of Sac, 96 U. S. 51, 60, 24 L. ed. 681, 687: 1569, 1571.
Cronenwett v. Boston & A. Tr. Co., 95 Fed. 52: 975.
Cropper v. Coburn, 2 Curt. 465: 859, 868.
Crosby v. Buchanan, 23 Wall. 420, 23 L. ed. 138: 2550.
Crosby v. Cuba R. Co., 158 Fed. 144, 153: 718, 733.
v. Emerson, C. C. A., 142 Fed. 713: 2529.
Crosby Lumber Co. v. Smith, C. C. A., 51 Fed. 63: 1860, 2557.
Cross, *Re*, 20 Fed. 824: 1480, 1631.
Cross, *Re*, 43 Fed. 517: 1638.
Cross v. Allen, 141 U. S. 528, 35 L. ed. 843: 202, 203.
v. Burke, 146 U. S. 82, 36 L. ed. 896: 1521, 2391, 2438.
v. De Valle, 1 Wall. 5, 14, 17 L. ed. 515, 518: 420, 692, 706, 1271.
v. Evans, 167 U. S. 60, 42 L. ed. 77: 2367, 2380, 2381.
v. Morgan, 6 Fed. 241: 731.
v. Sabin, 13 Fed. 308: 1055.
v. U. S., 145 U. S. 571, 576, 36 L. ed. 821, 823: 2390, 2392.
v. U. S., 14 Wall. 479, 20 L. ed. 721: 2351.
v. U. S., 8 Ct. Cl. 1: 5 Ct. Cl. 88: 2351.
Crosse v. Bedingfield, 12 Simons, 35: 1058.
Crossley v. Derby Gas Light Co., 4 L. J. Ch. (N. S.) 25: 532.
Crotts v. Southern Ry. Co., 90 Fed. 1: 1829, 1867.
Crotty v. Chicago Great Western Ry. Co., C. C. A., 169 Fed. 593: 1145, 2573.
Crouch, *Ex parte*, 112 U. S. 178, 28 L. ed. 690: 175.
Crouch v. Kerr, 38 Fed. 549: 786.
Crow v. Del Ris & Vallego, Ch. 1769: 1117.
v. Tyrell, 2 Madd. 397: 723.
Crowder, *Ex parte*, 171 Fed. 250: 1479.
Crowe v. Baumann, 190 Fed. 399: 2168.
Crowell v. Hopkinson, 45 N. H. 9: 1064.
v. Randall, 10 Pet. 368, 9 L. ed. 458: 2403.
v. U. S., 6Ct. Cl.23: 2323, 2345.
Crowfoot v. Mander, 9 Sim. 396: 755, 778.
Crowley v. Christensen, 137 U. S. 86, 94, 34 L. ed. 620, 624: 1514.
v. Southern Ry. Co., 139 Fed. 851: 1780.
Crowly, *Re*, 50 Fed. 465: 314.
Crowly, *Re*, C. C. A., 55 Fed. 283: 314.

[References are to pages.

Crown Cork & Seal Co. v. Brooklyn Bottle Stopper Co., 172 Fed. 225: 406.
v. Brooklyn Bottle Stopper Co., C. C. A., Second Ct. 175 Fed. 1019, 99 C. C. A. 644: 84.
v. Brooklyn Bottle Stopper Co., 190 Fed. 323: 406, 878.
Crown Cotton Mills v. Turner (S. D. N. Y.), 82 Fed. 337: 613.
Crowns v. Vail, 51 Hun, (N. Y.) 204, 4 N. Y. Suppl. 324, 21 N. Y. St. 208: 1084.
Croxon v. Lever, 12 W. R. 237: 1264.
Croy v. Marshall, 21 Ohio W. L. B. 489: 1012.
Crozier v. Fried. Krupp Aktiengesell-Schaft, 224 U. S. 290, 56 L. ed. 771: 383.
Cruchet v. Red. Rover Min. Co., 155 Fed. 486: 181.
Crucible Steel Co. of America v. Holt, C. C. A., 174 Fed. 127, Ky.: 2177.
Cruiser Galveston, June 19, 1903; 24 Op. A. G. 670: 1534.
Crump v. Thurber, 115 U. S. 56, 29 L. ed. 328: 116.
Crumpton v. U. S., 138 U. S. 361, 364, 34 L. ed. 958, 959: 1719, 1738.
Cruz v. O'Boyle, 197 Fed. 824: 655, 1421.
v. Texas & P. R. Co., 67 Fed. 9: 61.
Crystal Spring Bottling Co., *Re*, 96 Fed. 945: 2164.
Crystal Springs Land & Water Co. v. Los Angeles, 76 Fed. 148: 68, 72.
v. Los Angeles, 82 Fed. 114: 66, 78.
v. Los Angeles, 177 U. S. 169, 44 L. ed. 720: 78.
C. & S. Bank v. Corbett, 5 Sawyer, 172: 1895.
C. S. M. Co. v. V. & G. H. W. Co., 1 Saw. 685: 901.
C. S. Morey Mercantile Co. v. Schiffer, C. C. A., 114 Fed. 447: 2182.
Cuba R. Co. v. Crosby, C. C. A., 170 Fed. 369: 1570.
Cubreth, *Ex parte*, 49 Cal. 435: 1645.
Cucullu v. Emmerling, 22 How. 83, 16 L. ed. 300: 2548.
Cuddebeck, *Re*, 3 N. Y. App. Div. 103, 108: 2515.
Cuddy, *Ex parte*, 40 Fed. 62: 1516.
Cuddy, *Re*, 131 U. S. 280, 33 L. ed. 154: 1358, 1508, 1509.
Cuddy, Petitioner, 131 U. S. 280, 33 L. ed. 154: 1358, 1381, 1480, 1514.
131 U. S. 280, 285, 33 L. ed. 154, 156: 1478.
Cudahy v. McGeoch, 37 Fed. 1: 124.
v. McGeoch, 37 Fed. 1: 1812.
Cudahy P. Co. v. Sioux Nat. Bank, C. C. A., 69 Fed. 182: 1560.
v. Skoumal, C. C. A., 125 Fed. 470: 1738.
Cuebas v. Cuebas, 223 U. S. 376, 389, 56 L. ed. 476, 480: 268, 616, 617, 1608.
Cuff v. Platell, 4 Russ. 242: 458.
Cullen v. Duke of Queensberry, 1 Brown's Ch. 101: 427.
Culver v. Uthe, 133 U. S. 655, 33 L. ed. 776: 1071.
Culwell, *Re*, 165 Fed. 828: 2219, 2221.
Cumberland Gap Building & Loan Ass'n v. Wells (Georgia), 245 S. E. 246: 1901.
Cumberland Lumber Co. v. Tunis Lumber Co., C. C. A., 171 Fed. 352: 1240, 1249.
Cumberland Telephone & Telegraph Co. v. Railroad Commission of Louisiana, 156 Fed. 834: 906.
Cumberland Tel. & Tel. Co. v. Railroad Commission of La., 156 Fed. 823: 910.
v. Williamson, (Miss.) 57 So. 559: 506.
Cummings v. Adams, 2 Irish Eq. 393: 1272.
v. Akron C. & P. Co., 6 Blatchf. 509: 1105.
v. Chicago, 188 U. S. 410, 47 L. ed. 525: 59, 89.
v. Coleman, 7 Rich. (S. C.) Eq. 509, 520, 62 Am. Dec. 402: 631.
v. National Bank, 101 U. S. 153, 157, 25 L. ed. 903, 904: 326, 333, 342, 344, 418, 645, 851, 1573.
Cummings, *Re*, 186 Fed. 1020: 2116.
Cummins, *Re*, 196 Fed. 224: 2178.
Cummins v. Chicago, B. & Q. R. Co., 193 Fed. 238: 135, 138.

[References are to pages.]

Cummins Grocer Co. v. Talley, C. C. A., 187 Fed. 507: 2090, 2091, 2133.
Cunningham v. German Ins. Bank, C. C. A. 101 Fed. 977: 2278.
v. German Ins. Bank, C. C. A., 103 Fed. 932, 935: 2279, 2284, 2288.
v. Macon & B. R. Co., 156 U. S. 400, 39 L. ed. 471: 1252.
v. Macon & Brunswick R. Co., 109 U. S. 446, 456, 27 L. ed. 992, 995: 390, 391, 392, 396, 442, 443, 896.
v. Otis, 1 Gall. 166: 1152, 1154, 1155, 1159.
v. Rodgers, C. C. A., 171 Fed. 835: 2356, 2360, 2421.
Cunyngham v. Cunyngham, Amb. 89, 90: 1396, 1399.
Curlette v. Olds, 110 App. Div. (N. Y.) 596: 636, 637.
Curling v. Marquis Townshend, 19 Ves. 628: 938.
v. Townshend, 19 Vesey 628, 629: 625, 1025.
Curnow v. Phoenix Ins. Co., 44 Fed. 305: 1915.
Curran v. Campion, 85 Fed. 67: 477.
v. Craig, 22 Fed. 101: 982, 1010, 1017.
v. St. Charles Car Co., 32 Fed. 835: 829.
Currell v. Villars, 72 Fed. 330: 762.
Currie, *Re*, 197 Fed. 1012: 2145.
Currier, *Re*, 192 Fed. 695: 2202, 2228.
Currier, *Re*, Referee Hotchkiss, 5 Am. B. R. 639: 2097.
Curry v. Lloyd, 22 Fed. 258, 265: 558.
Curtain Supply Co. v. Nat. Lock Washer Co., 174 Fed. 45: 477, 631, 677.
Curtes v. Candler, Mad. & Geld. 123: 1330, 1331.
Curtis, *Ex parte*, 106 U. S. 371, 27 L. ed. 232, 1476, 1479.
Curtis, *Re*, C. C. A., 94 Fed. 639: 2062.
Curtis, *Re*, C. C. A., 165 Fed. 784: 2274, 2275, 2286.
Curtis v. Banker, 156 Mass. 355: 2306.
v. Cleveland, C., C. & St. L. Ry. Co., 140 Fed. 777: 1786, 1787, 1782, 1801.
v. Railway Co., 6 McLean, 401: 1147.
Cushing v. Laird (Blatchford, J.), 6 Ben. 408: 1969.
Cushman v. Atlantis Fountain Pen Co., 164 Fed. 94: 535, 542.
Cushman Paper Box Mach. Co. v. Goddard, C. C. A., 95 Fed. 664, 665, 37 C. C. A. 221: 1056, 1057.
Cuthbert v. Galloway, 35 Fed. 466: 1170.
Cutler v. Iowa Water Co., 96 Fed. 777: 486.
Cutler-Hammer Mfg. Co. v. Hammer, 124 Fed. 222: 875, 1196.
Cutler v. Maryland Hotel Co., 168 Fed. 931: 383.
Cutter v. Iowa Water Co., 128 Fed. 505: 482.
v. Pollock, 4 N. D. 205: 1041.
v. Pollock, 7 N. D. 631, 634: 1041.
Cutting, *Ex parte*, 94 U. S. 14, 24 L. ed. 49: 841, 1448, 2445.
Cutting v. Atlantic & N. C. R. Co., 131 Fed. 95, 98, 99: 1355, 1380, 1381.
v. Florida Ry. & Nav. Co., 43 Fed. 743, 747: 1006, 1232.
v. Florida Ry. & Nav. Co., 45 Fed. 444: 828.
v. Gilbert, 5 Blatchf. C. C. 259: 495.
v. Tavares, O. & A. R. Co., 61 Fed. 150: 2497.
Cuyler v. Atlantic & N. C. R. Co., 132 Fed. 568: 570, 930, 1332.
v. Smith, 78 Ga. 662, 3 S. E. 408: 1821.
Cypress, The, 1 Blatchf. & H. 83, Fed. Cas. No. 3,530: 3008.

D.

Da Costa v. Da Costa, 3 P. Wms. 146: 357.
Dadirrian v. Gullian, 79 Fed. 784: 915, 916, 1361.
v. Gullian, 80 Fed. 986: 770.
Dady v. Georgia & A. Ry. Co., 112 Fed. 838, 844: 181, 635, 659, 805, 913.
Dahlonega Co. v. Frank W. Hall Merchandise Co., 88 Ga. 339, 14 S. E. 473: 1861, 1888.
Dailey v. New York, 119 Fed. 1005: 1949.

[References are to pages.]

Daily v. U. S., 17 Ct. Cl. 144: 2303.
Daimler Mfg. Co. v. Conklin, 145 Fed. 955: 413.
Dainese v. Hale, 91 U. S. 13, 23 L. ed. 190: 297.
v. Kendall, 119 U. S. 53, 30 L. ed. 305: 2430, 2433.
Dakota County v. Glidden, 113 U. S. 222, 28 L. ed. 981: 2516.
Dalby v. Pullen, 1 R. & M. 290: 1237.
Dale v. McEvers, 2 Cow. (N. Y.) 118: 1195.
v. Smith, 182 Fed. 360: 95, 1844.
Dale Tile Mfg. Co. v. Hyatt, 125 U. S. 46, 31 L. ed. 683: 85.
Dalglish v. Jarvie, 2 Macn. & G. 231: 907, 919.
Dallas v. Dallas Consol. El. St. Ry. C. (S. C. Texas, June 1912) 148 S. W. 292: 328.
Dalles & Rockland Ferry Co. v. Hendryx, 189 Fed. 266: 62.
Dalrymple v. Leslie, 8 Q. B. 5: 1125.
Dalton v. Germania Insurance Co., 118 Fed. 936: 1837, 1842.
v. Hazelet, C. C. A., 182 Fed. 561, 568: 421, 1590, 1591, 1593, 2496.
v. Milwaukee Mechanics' Ins. Co., 118 Fed. 876: 140, 472, 1840, 1841, 1846, 1847, 1848.
v. Moore, C. C. A., 141 Fed. 311: 1594, 1595, 1599, 2497.
v. Thompson, 1 Dickens, 97: 1114.
Daly v. Brady, 69 Fed. 285: 1057.
v. James, 8 Wheat. 495, 5 L. ed. 670: 1568.
v. Kelly, 4 Dow. 417: 863.
v. Maguire, 6 Blatchf. 137: 1153.
v. National Life Ins. Co., 64 Ind. 1: 80.
v. Sheriff, 1 Woods, 175, Fed. Cas. No. 3,553: 869.
Dam v. Kirk La Shelle Co., 189 Fed. 842: 1222.
Damon, *Re*, 104 Fed. 775: 2265.
Dana, *Re*, 68 Fed. 886, 7 Benedict, 1: 1630.
Dana, *Re*, C. C. A., 167 Fed. 529: 2096.
Dana, The, 190 Fed. 650: 1249.
Danace v. Magnoila, The, 37 Fed. 367: 1946.
Dancel v. Goodyear Shoe Mach. Co., 106 Fed. 551: 1817, 1819.
v. Goodyear Shoe Mach. Co., C. C. A., 119 Fed. 692: 1275, 2477.
v. Goodyear Shoe Machinery Co., 128 Fed. 753: 1103, 1144, 1157.
v. Goodyear Shoe Machinery Co., 137 Fed. 157: 1275, 1899, 1900.
v. Goodyear Shoe Machinery Co., C.C. A., 144 Fed. 679: 725.
v. United Shoe Machinery Co., 120 Fed. 839: 1202, 1896, 1898.
Dancer v. Hastings, 4 Bing. 2: 982.
Dancigar v. Stone, 187 Fed. 853: 334.
v. Stone, 188 Fed. 510: 858.
v. Wells, Fargo & Co., 154 Fed. 379: 191.
Dancy, *Re*, Hardware & Furniture Co., 198 Fed. 336, Ala.: 2177.
Dandridge v. Washington's Ex'rs, 2 Pet. 370, 377, 7 L. ed. 454, 457: 415, 435.
Daner, *Re*, C. C. A., 167 Fed. 529, 93 C. C. A., 238: 2039.
Dangerfield v. Caldwell, C. C. A., 151 Fed. 554: 1259, 1391, 2432.
Daniels, *Re*, 130 Fed. 597: 2268.
Daniel v. Mitchell, 1 Story, 198: 1396.
Daniels v. Lazarus, 65 Fed. 718: 157, 170, 1535.
v. Portland Mining Co., C. C. A., 202 Fed. 637: 864.
v. State, 60 Ala. 56: 1706.
v. State, 78 Ga. 98, 6 Am. St. Rep. 238: 1712.
Danielson v. Northwestern Fuel Co., 55 Fed. 49: 1347, 1348.
Dann, *Re*, 129 Fed. 495: 2159.
Dansby v. U. S., 2 Indian Territory, 456, 51 S. W. 1083: 1739.
Dante, *Ex parte*, 228 U. S. 429, 57 L. ed. —: 2457.
Danvers Sav. Bank v. Thompson, 130 Mass. 190: 109, 120.
Danville v. Brown, 128 U. S. 503, 32 L. ed. 507: 2482.
Danville Banking & Trust Co. v. Parks, 88 Ill. 170: 1887, 1927.
Darley v. Nicholson, 2 Dr. & War. 86: 1051.
Darst v. Peoria, 13 Fed. 561: 1827.

[References are to pages.]

Dart v. Arnis (New York), 19 How. Pr. 429: 1764.
v. McKinney, Fed. Cas. No. 3,583 (9 Blatchf. 359): 1826, 1896.
v. Walker, (New York), 4 Daly, 188: 1826, 1834.
Dartmouth Sav. Bank v. Bates et al., 44 Fed. 546: 1694.
Darton v. Sperry, 71 Conn. 339, 11 Atl. 1052: 1888.
v. Sperry (Connecticut), 41 Atl. 1052, 71 Conn. 339: 61.
Darwent v. Walton, 2 Atk. 510: 437.
Darwin, *Re*, 117 Fed. 407: 2178.
Daugherty, *Re*, 189 Fed. 239: 2244.
Daugherty v. W. U. Tel. Co. (D. Ind.), 61 Fed. 138: 1814, 1817, 1818.
v. Sharp, 171 Fed. 466: 1776, 1813.
Dauphin v. U. S., 6 Ct. Cl. 221: 2309.
D'Autremont v. Anderson Iron Co., 104 Minn. 165, 17 L.R.A. (N.S.) 236, 124 Am. St. Rep. 615, 15 Ann. Cas. 114: 593.
Dashiell v. Grosvenor, C. C. A., 27 L.R.A. 67, 66 Fed. 334: 489, 2307.
D. A. Tompkins Co. v. Catawba Mills, 82 Fed. 780, 783: 941.
v. Catawba Mills, 82 Fed. 780: 943.
v. Chester Mills, 90 Fed. 37: 1333.
Davenport, *Ex parte*, 6 Pet. 661, 8 L. ed. 537: 1449, 1450.
Davenport v. Chicago, R. & P. R. Co., 38 Iowa, 633: 66.
v. Davenport, 6 Madd. 251: 903.
v. County of Dodge, 105 U. S. 237, 26 L. ed. 1018: 1452, 1455.
v. Dows, 15 Wall. 390: 1194.
v. Dows, 18 Wall. 626, 21 L. ed. 938: 448.
v. Fletcher, 16 How. 142, 14 L. ed. 879: 2464, 2481.
v. Moore, 74 Fed. 945: 149.
v. Paris, 136 U. S. 580, 34 L. ed. 548: 1561.
v. Southern Ry. Co., C. C. A., 135 Fed. 960: 1786, 1800.
v. Southern Ry. Co., 135 Fed. 960, 68 C. C. A. 444; 124 Fed. 983: 1803.
Davenport v. Stafford, 8 Beav. 503: 1417.
v. Winnisimmet Co., C. C. A., 162 Fed. 862: 2000.
Davers v. Davers, 2 P. Wms. 410: 1126.
David v. Frowd, 1 M. & K. 200: 1217.
v. M'Rae, 183 Fed. 812, 814: 414, 456, 559.
David Bradley Mfg. Co. v. Eagle Mfg. Co., 57 Fed. 980: 655, 670.
v. Eagle Mfg. Co., 58 Fed. 721: 655, 659, 670.
David Faust, The 1 Ben. 183: 2008.
David Kennedy Corp. v. Kennedy, 165 N. Y. 353, 359: 889.
David Lupton's Sons Co. v. Auto. Club of America, 225 U. S. 489, 56 L. ed. 1177: 355, 1566, 1571.
Davids v. People, 192 Ill. 176, 61 N. E. 537: 1706, 1707.
Davidson, Ex parte, 57 Fed. 883: 1055.
Davidson v. Calkins, 92 Fed. 230: Lehigh Valley C. Co. v. Hamblen, 23 Fed. 225: 344.
v. Friedman, C. C. A., 140 Fed. 853: 2278.
v. Lanier, 4 Wall. 447, 18 L. ed. 377: 2466, 2468, 2480, 2485.
v. Seligman, 51 N. Y. Super. Ct. 47: 790.
v. U. S., 21 Ct. Cl. 298: 2303.
Davidson Bors. Marble Co. v. U. S., 213 U. S. 10, 53 L. ed. 675: 2362.
Davidson S. S. Co., *Re*, 133 Fed. 411: 1962, 2003, 2004.
Davidson S. S. Co. v. U. S., C. C. A., 142 Fed. 315: 25, 29.
v. U. S., C C. A., 142 Fed. 315: 2475.
v. U. S., 205 U. S. 187, 51 L. ed. 764: 2475.
Davie v. Briggs, 97 U. S. 628, 24 L. ed. 1086: 1568.
v. Heyward, 33 Fed. 93: 2445.
Davies v. André, 24 Q. B. D. 598, 607: 353.
v. Corbin, 112 U. S. 36, 28 L. ed. 627: 44, 1153, 2425, 2443.
v. Corbin, 113 U. S. 687, 28 L. ed. 1149: 2518.
v. Davies, 3 Deg. & Sm. 698: 1058.

[References are to pages.]

Davies v. Davies, 9 Ves. 461: 743.
v. Lathrop, 12 Fed. 353: 121, 205.
v. Lathrop, 13 Fed. 565: 1170, 1910.
v. Mandolis, C. C. A., 179 Fed. 818: 1499.
v. Quarterman, 4 Y. & Coll. 257: 509.
v. Wells, 134 Fed. 139: 118, 1916, 1919.
v. Williams, 1 Sim. 5: 765.
Davis, *Ex parte*, 112 Fed. 139: 1358, 1374, 1380, 1381, 1479.
Davis, *Re*, 119 Fed. 950, 9 Am. B. R. 670: 2118.
Davis, The, 10 Wall. 15, 20, 19 L. ed. 875, 877: 390.
Davis v. American Society for the Prevention of Cruelty to Animals, 75 N. Y. 362: 861, 869.
v. A. H. Reid Creamery & Dairy Supply Co., 187 Fed. 157: 649.
v. Barrett, 7 Beav. 171: 800.
v. Brown, 103 Fed. 909: 381.
v. Bohle, C. C. A., 92 Fed. 325, 1 Am. B. R. 412: 2112, 2026, 2027, 2098.
v. Burke, C. C. A., 97 Fed. 501: 2410.
v. Chattanooga U. Ry. Co., 65 Fed. 395: 1006.
v. Chicago & N. W. Ry. Co., 46 Fed. 307: 1824.
v. Cleveland, Cincinnati, Chicago & St. Louis Ry. Co., 217 U. S. 157, 54 L. ed. 708: 609, 1535, 1536, 2362, 2365, 2366.
v. Commonwealth Land & Lumber Co., 141 Fed. 711: 1574.
v. Commonwealth, 164 Mass. 241, 30 L.R.A. 743: 2321.
v. Cook, 9 Nev. 134: 125.
v. Corbin, 113 U. S. 687, 28 L. ed. 1149: 2505.
v. County Court of Randolph County, 88 Fed. 705: 1804.
v. Crompton, C. C. A., 158 Fed. 735: 2292, 216.
v. Crouch, 94 U. S. 514, 24 L. ed. 281: 2422.
v. Davidson, 4 McLean, 136: 682, 683.
v. Davis, 90 Fed. 791: 1103, 1143, 1144.
Davis v. Davis, 65 Fed. 380: 150, 324, 808.
v. Davis, 89 Fed. 532: 163.
v. Davis, C. C. A., 72 Fed. 81: 1422, 1429.
v. Davis, C. C. A., 174 Fed. 786: 747, 748, 1528.
v. Davis, 2 Atk. 21: 614.
v. Davis, 2 Atk. 23: 617.
v. Dixon, 184 Fed. 509: 131.
v. Duke of Marlborough, 2 Swanst. 108, 118, 137, 138, 168, 938, 1003, 1039, 1040.
v. Duncan, 18 Fed. 477: 1040, 1041.
v. Duncan, 19 Fed. 477, 483, 1011, 1011.
v. Fogarty, 134 App. Div. (N. Y.) 500: 812.
v. Gaines, 104 U. S. 386, 26 L. ed. 757: 554.
v. Garrett, 152 Fed. 723, 725: 538, 620, 621.
v. Geissler, 162 U. S. 290, 40 L. ed. 972: 2366.
v. Gray, 16 Wall. 203, 217, 21 L. ed. 447, 452: 393, 442, 896, 940, 974, 975, 978, 979, 982, 995, 997, 999, 1000, 1003, 1021.
v. Hammond, 5 Sim. 9: 681.
v. Harris, 124 Fed. 713: 1818.
v. James, 2 Fed. 618: 345, 347.
v. James, 26 Ch. D. 778: 514.
v. Jennie Bros, C. C. A., 152 Fed. 696: 1062.
v. Kansas City, S. & M. R. Co., 32 Fed. 863: 26.
v. Leo, 6 Ves. 784: 908.
v. Mapes, 2 Paige (N. Y.) 105, 627, 1120.
v. Duke of Marlborough, 2 Swanst. 108, 127: 974.
v. Martin, C. C. A., 113 Fed. 6: 144, 145.
v. Mercantile Tr. Co., 152 U. S. 590, 38 L. ed. 563: 2445, 2446, 2451.
v. Michelbacher (S. C. Wis.), 31 N. W. R. 168: 1038.
v. Mills, 99 Fed. 39: 24, 25.
v. Montgomery (Louisiana), 36 La. Ann. 874: 1789.
v. Packard, 8 Pet. 312, 8 L. ed. 957: 2565.
v. Parkman, C. C. A., 71 Fed. 961: 1281.
v. Patrick, C. C. A., 57 Fed. 909: 2493, 2554.

[References are to pages.]

Davis v. Patrick, 122 U. S. 138, 30 L. ed. 1090: 1592, 1594.
v. Peabody, 49 N. E. 750: 499.
v. Peabody, 179 Mass. 397: 499.
v. Planters' Tr. Co., 196 Fed. 970: 2039.
Davis & R. Mfg. Co. v. Barber, C. C. A., 60 Fed. 465: 2365.
v. Schwartz, 155 U. S. 631, 39 L. ed. 289: 1233.
v. Sherron, 1 Cranch. C. C. 287: 1377.
v. Smith, 199 Fed. 538: 1321.
v. Smokeless Fuel Co., 182 Fed. 1004: 1964.
v. Smokeless Fuel Co., C. C. A., 196 Fed. 753: 646, 647.
v. South Carolina, 107 U. S. 597, 2 Sup. Ct. 636, 27 L. ed. 574: 1656.
v. Speiden, 104 U. S. 83, 26 L. ed. 669: 1410, 1411.
v. State, 51 Neb. 301, 70 N. W. 984: 1712.
v. St. Louis & S. F. Ry. Co., 25 Fed. 786: 1544, 1545, 1546, 1565, 1895, 1907.
v. Stevens, 104 Fed. 235, 241, 242: 2053, 2065, 2072.
v. Sullivan, 33 N. J. Eq. 569: 822.
v. Symonds, 1 Cox Eq. 402: 1283.
v. Tillotson, 48 Fed. 606: 1819.
v. U. S., 45 Fed. 162: 1308.
v. U. S., C. C. A., 107 Fed. 753: 2369.
v. Zimmerman, 91 Hun (N. Y.), 489: 871.
Davis' Adm'r v. Chesapeake & O. Ry. Co., 116 Kentucky, 144, 75 S. W. 275, 25 Ky. Law Rep. 243: 1783.
Davis & Farnum Mfg. Co. v. Los Angeles, 189 U. S. 207, 217, 47 L. ed. 778, 780: 863.
Davis Tailoring Co., *Re*, 144 Fed. 285: 2112.
Dawes & Co. v. Peebles' Sons Co., 6 Fed. 856, 859: 1432.
Daws v. Benn, 1 J. & W. 513: 453.
Dawson, *Ex parte* C. C. A. 83 Fed. 396, 28 C. C. A. 354: 1645.
Dawson v. Columbia Trust Co., 197 U. S. 178, 180, 49 L. ed. 713, 715: 70, 103, 116, 163, 518.
v. Kinney, 141 Fed. 710: 1896.
Dawson v. Raynes, 2 Russ. 466, 468: 1026.
v. Yates, 1 Beav. 301, 306: 1019.
Day v. Beck & Gregg Hardware Co., C. C. A., 114 Fed. 834: 2089, 2122.
v. Boston B. Co., 6 Law R. (N. S.) 329: 1081.
v. Croft, 2 Beav. 488: 1034.
v. New Eng. C. S. Co., 3 Blatchf. 154: 909, 918.
v. N. E. C. S. Co., 3 Blatchf. 179: 675, 676.
v. Oatis (Mississippi), 37 So. 559: 118.
v. Woodworth, 13 How. 363, 14 L. ed. 181: 1553, 2554.
Dayton v. Melick, 27 N. J. Eq. (12 C. E. Green), 262: 691.
v. U. S., 131 U. S. LXXX., and 18 L. ed. 169: 2434.
Dayton Hydraulic Co. v. Felsenthall, C. C. A., 116 Fed. 961: 1008.
Dayville Woolen Co., *Re*, 114 Fed. 674: 2147.
Davison, *Re*, 179 Fed. 750: 2167, 2227.
Davison v. Gibson, C. C. A., 56 Fed. 443: 1054.
v. National Harrow Co., 103 Fed. 360, N. D. N. Y.: 898.
Davoue v. Fanning, 4 J. Ch. (N. Y.) 199: 426, 1275.
Davy v. Garrett, 7 Ch. D. 473, 47 L. J. Ch. 218, 26 W. R. 225, 38 L. T. 77: 484.
v. Stys. Moseley, 204: 1333.
Deacon v. Sewing M. Co., 14 Rep. 43: 574.
Deakin v. Lea, Fed. Cas. No. 3,695 (11 Biss. 27): 1788, 1921.
v. Stanton, 3 Fed. 435: 925.
Dean v. Bates, 2 Woodb. & M. (N. S.) 87, 7 Fed. Cas. No. 3,704: 1952.
v. Mason, 20 How. 198, 15 L. ed. 876: 2554.
Deans v. Wilcoxon, 25 Fla. 980: 502.
De Armas v. U. S., 6 How. 103, 12 L. ed. 361: 2122.
Deas v. The Berkeley, 58 Fed. 920: 1958.
De Bara, *Re*, 179 U. S. 316, 21 S. Ct. 110, 25 L. ed. 207: 1675, 1713.
De Bara v. U. S., C. C. A., 99 Fed. 912, 1477.

[References are to pages.]

DeBary v. Arthur, 93 U. S. 420, 423, 23 L. ed. 936, 937: 1057.
De Bemer v. Drew, 57 Barb. 138: 977.
Debenham v. Ox, 1 Ves. Sen. 276: 1283.
Debnam v. Southern Bell Tel. Co., 126 N. C. 831, 65 L.R.A. 915, 36 S. E. 269: 135, 1883.
De Bruler v. Gallo, C. C. A., 181 Fed. 567: 1499.
v. Gallo, C. C. A., 184 Fed. 560: 1498.
Debs, *Re*, 158 U. S. 564, 39 L. ed. 1092: 908, 1478.
Debs, *Re*, 157 U. S. 564, 581, 592, 597, 39 L. ed. 1092, 1101, 1105, 1107: 866, 872, 873.
Debtor, A *Re*, (1907), 23 Times Rep. 169: 702.
Debus v. Yates, 193 Fed. 427: 2175, 2176, 2184.
Debutts v. McCulloch, 1 Cranch. C. C. 28: 1142.
De Caiere v. De Calonne, 4 Ves. 577: 1046.
De Castro, *Ex parte*, S. D. N. Y. 1913: 1651.
Decatur v. Paulding, 14 Pet. 497, 10 L. ed. 559: 265, 1456, 1457.
Deck v. Whitman, 96 Fed. 873: 350, 1261.
Decker v. Caskey, 2 Green Ch. (N. J.) 446: 1210.
v. Grote, 10 Blatchf. 331: 673.
v. Williams, 73 Fed. 308: 216.
Dedekam v. Vose, 3 Blatchf. 153: 1297, 1338.
Deepwater Ry. Co. v. Western Pocahontas Coal & Lumber Co., 152 Fed. 824: 1788, 1798.
Deere & Webber Co. v. Dowagiac Mfg. Co., C. C. A., 153 Fed. 177: 672, 688.
Deere, Wells & Co. v. Chicago, M. & St. P. Ry. Co., 85 Fed. 876: 1783, 1803.
Deering Harvester Co. v. Kelly, C. C. A., 103 Fed. 261: 2474.
Deery v. Crary, 5 Wall. 795, 18 L. ed. 653: 2557.
Deeson v. U. S., 5 Ct. Cl. 626: 2348.
Defiance Water Co. v. City of Defiance, 191 U. S. 184, 48 L. ed. 140: 70, 74.
Defforz v. Reynolds, 17 Blatchf. 436: 1073.
v. Mehaffy, 13 Fed. 481: 1816, 1851, 1855, 1856.
Deford et al. v. Mehaffy (C. C.) 14 Fed. 381: 109, 118, 1829.
De Forest v. Collins Wireless Telephone Co., 174 Fed. 821: 269, 411.
v. Thompson, 10 Fed. 375: 361.
DeForest Wireless Tel. Co., *Re*, 154 Fed. 81: 1376.
De Galard v. Safe Deposit & Trust Co. of Baltimore, 196 Fed. 981: 169, 444.
De Gendre v. Byrnes, 44 N. J. Eq. 372: 1182.
De Give v. U. S., 7 Ct. Cl. 517: 2309.
De Gottardi, *Re*, 114 Fed. 328, 7 Am. B. R. 723: 2117, 2141.
De Groot v. U. S., 5 Wall. 419, 18 L. ed. 700: 2523.
Dehon v. Foster, 4 Allen (Mass.) 545: 854.
Deitch v. Staub, C. C. A., 115 Fed. 309, 317: 1391.
De Lacy v. Kelly, 137 App. Div. (N. Y.) 37: 803.
Delancey v. The Queen, 6 L. R. Exch. 286: 2306.
Delamater v. Reinhardt, 43 Fed. 76, S. D. N. Y.: 1094.
Delancy v. Wallis, 3 Brown's C. C. 12: 590.
v. Dela Rama, 201 U. S. 303, 50 L. ed. 765: 2361, 2391, 2438.
De Laval Separator Co. v. Iowa Dairy Separator Co., C. C. A., 194 Fed. 423: 880.
De La Vergne Refrigerating Mach. Co. v. Palmetto Brewing Co., 72 Fed. 579: 164.
Delaware, The, 161 U. S. 459, 40 L. ed. 771: 1932.
Delaware v. Emerson, 8 Fed. 411: 1615, 1873, 1909.
Delaware Co. Com'rs v. Diebold S. Co., 133 U. S. 473, 488, 33 L. ed. 674, 680: 1057, 1425, 1429, 1767, 1775, 1809, 1912, 1925.
Delaware & Hudson Co. v. Albany Susquehanna R. R. Co., 213 U. S. 435, 452, 53 L. ed. 862, 868: 522, 523.
Delaware River Ferry Co. v. Amos, (E. D. Pa.) 179 Fed. 756: 1996.
Delaware R. Co. v. Prettyman, 17 Int. Rev. Rec. 99: 895.
Delaware River S. B. Co. v. U. S., 5 Ct. Cl. 55: 2310.

[References are to pages.]

Delaware R. Const. Co. v. Davenport & St. P. Ry. Co., 46 Iowa, 406: 1883.
Delaware L. & W. R. Co. v. Frank, 110 Fed. 689: 36, 38.
v. Kutter, C. C. A., 147 Fed. 51: 1562.
v. Lyne, C. C. A., 193 Fed. 984: 1278, 1285, 2556.
v. Mayer, etc., of Jersey City, 168 Fed. 128: 724.
v. Switchers' Union, 51 Fed. 260: 871.
v. Switchmen's Union, 158 Fed. 541: 872, 890.
v. Troxell, C. C. A., 200 Fed. 44: 657.
Delano v. Rice, 23 App. Div. (N. Y.) 327: 696.
v. Scott, Gilp. 489: 1072.
Delbanco v. Singletary (D. Nev.), 40 Fed. 177: 1816, 1817, 1820, 1880, 1895.
De Leeuw, *Re*, 98 Fed. 408: 2245.
Delgado, *Re*, 140 U. S. 586, 590, 35 L. ed. 578, 580: 1458.
De Lima v. Bidwell, 182 U. S. 1, 45 L. ed. 1041: 368.
Delk v. St. Louis & San Francisco R. R. Co., 220 U. S. 580, 55 L. ed. 590: 2542.
Del Monte M. Co. v. Last Chance M. Co., 171 U. S. 55, 92, 43 L. ed. 72, 87: 2367, 2380, 2381.
Delmour, *Re*, 161 Fed. 589: 2246.
D. E. Loewe & Co. v. Lawlor, 130 Fed. 633: 171, 636.
De Long Furniture Co., *Re*, 188 Fed. 686: 2213.
De Long Hook & Eye Co. v. Francis Hook & Eye & Fastener Co., 159 Fed. 292: 1221.
De Loy v. Travelers' Ins. Co., 59 Fed. 319: 140, 472, 1840, 1841, 1846, 1847.
Delta Nat. Bank v. Easterbrook, C. C. A., 133 Fed. 521: 2032, 2282, 2284.
De Luc, *Re*, 91 Fed. 510: 2173.
Del Valle v. Harrison, 93 U. S. 233, 23 L. ed. 892: 2159.
Demarest v. Dutton, 151 Fed. 508: 1584.
Deming v. Carlisle Packing Co., 226 U. S. 102, 56 L. ed. —: 1784, 1927, 2598, 2521.
v. The Rapid Transit, 52 Fed. 320: 1917.
Dempster, *Re*, C. C. A., 172 Fed. 353, 357: 2104: 2109, 2121.
Deneale v. Stump, 8 Pet. 526, 528, 531, 8 L. ed. 1032, 1033: 1529.
Denehey v. Harrisburg, 2 Pearson (Pa.), 330, 334: 898.
De Neufville v. N. Y. & N. Ry. Co., C. C. A., 81 Fed. 10: 104, 521, 552.
Dennison v. Bassford, 2 Paige (N. Y.), 370: 683.
v. Shawmut Min. Co., C. C. A., 159 Fed. 102: 2543.
Denison v. Shawmut Min. Co., 124 Fed. 860: 1906, 1907.
Dennick v. Central R. Co., 103 U. S. 11, 26 L. ed. 439: 1577.
Dennis v. Alachua County, Fed. Cas. No. 3,791 (3 Woods, 683), 688: 1836, 1851, 1853, 1866, 1923, 1924.
v. Eddy, 2 Blatchf. 195: 1325, 1326.
v. Slyfield, C. C. A., 117 Fed. 474: 2546.
v. U. S., 2 Ct. Cl. 210: 2302.
v. Bassford, 2 Paige (N. Y.), Y.), 370: 617.
v. Brown, 38 Fed. 535: 1859.
Dennistoun v. Draper, Fed. Cas. No. 3,804 (5 Blatchf. 336): 1903, 1922.
Denny v. Pironi, 141 U. S. 121, 35 L. ed. 657, 658: 723, 1602.
Denovan v. Pennsylvania Co., 199 U. S. 279, 50 L. ed. 192: 505.
Denson, *Re*, 195 Fed. 854: 2110, 2111, 2219, 2222, 2224.
Dent v. Ferguson, 131 U. S. 397: 2524.
Dental V. Co. v. Wetherbee, 2 Cliff. 555: 633.
Denton v. Baker, 79 Fed. 189: 325, 417.
Denver & R. G. R. Co. v. Arrighi, C. C. A., 141 Fed. 67: 2567.
Denver & R. G. Ry. Co. v. Denver, S. P. & P. R. Co., 17 Fed. 867: 690.
Denver & R. G. R. Co. v. U. S., C. C. A., 124 Fed. 156: 911.
Denver & Rio Grande R. Co. v. Roller Co., C. C. A., 49 L.R.A. 77, 100 Fed. 738: 584.
Denton v. International Co. of Mexico, 36 Fed. 1: 583.

[References are to pages.]

Denver First Nat. Bank v. Klug, 186 U. S. 202, 46 L. ed. 1127: 2364.
Denver & N. O. R. Co. v. Atchison, T. & S. F. R. Co., 13 Fed. 546: 901.
Denver City Tramway Co. v. Norton, C. C. A., 111 Fed. 599: 1545.
De Pear v. Cook's Union, 27 Chi. Leg. N. 387: 872.
Deprez v. Thomson-Houston El. Co., 66 Fed. 22: 1342.
Deposit Bank v. Frankfort, 191 U. S. 499, 525, 48 L. ed. 276, 286: 1390.
Deputron v. Young, 134 U. S 241, 33 L. ed. 923: 1170, 1171, 1173.
Darby v. Gage, 38 Ill. 27: 691.
Derk P. Yonkerman Co. v. C. H. Fuller's Ad. Agency, 135 Fed. 613: 472.
Des Moines Water Co. v. City of Des Moines, 192 Fed. 193: 1230, 1231.
Des Moines City Ry. Co. v. Des Moines, 151 Fed. 854: 69.
Des Moines Nav. Co. v. Iowa H. Co., 123 U. S. 552, 547, 559, 31 L. ed. 202, 204, 205: 659.
Deshrow v. Grommie, Bunb. 272: 1385.
Desmare v. U. S., 93 U. S. 605, 23 L. ed. 959: 2557.
Des Moines Gas Co. v. City of Des Moines, 199 Fed. 204: 1233.
Desmond & Co., *Re*, 198 Fed. 581: 2168.
Despeaux v. Pennsylvania R. Co., 147 Fed. 926: 805.
v. Pennsylvania R. Co., 149 Fed. 798: 1372.
v. Pennsylvania R. Co., 81 Fed. 897: 1162.
Des Rochers, *Ex parte*, 1 McAll. 68: 1507.
Desrochers, *Re*, 183 Fed. 991: 2107.
183 Fed. 991: 178, 2103, 2110.
De Saussure v. Gaillard, 127 U. S. 216, 32 L. ed. 126: 2406.
De Sobry v. Nicholson, 3 Wall. 420, 18 L. ed. 263: 2547, 2548.
De Tastet v. Bordenave, Jacob. 516: 1204, 1205.
Detroit v. Dean, 106 U. S. 537, 27 L. ed. 300: 516, 521.
Detroit v. Detroit Citizens' St. Ry. Co., 184 U. S. 368, 381, 46 L. ed. 592, 605: 327.
v. Detroit City Ry. Co., 54 Fed. 1, 19: 592, 1812, 1815, 1823, 1859, 1864, 1866.
v. Detroit City Ry. Co., 55 Fed. 569: 1198, 1897.
v. Osborne, 135 U. S. 492, 34 L. ed. 260: 1577.
Detroit Heating & Lighting Co. v. Kemp, 182 Fed. 847: 1325.
Dettering v. Nordstrom, C. C. A., 148 Fed. 81: 691.
Detweiler v. Holderbaum, 42 Fed. 337: 194, 416, 447.
Deuell, *Re*, 100 Fed. 633, 4 Am. B. R. 60: 2117.
De Valle Da Costa v. Southern Pac. Co., 160 Fed. 216: 1913.
Devaynes v. Morris, 1 Myl. & Cr. 213, 225: 747.
Devie v. Lord Brownlow, 2 Dick. 611: 637.
Devine v. Chicago, M. & St. P. Ry. Co., C. C. A., 194 Fed. 861: 2544.
v. Los Angeles, 202 U. S. 313, 50 L. ed. 1046: 62, 63.
Devlin v. U. S., 12 Ct. Cl. 266: 2328.
Devlin, *Re*, 180 Fed. 170: 2212.
v. U. S., 12 Ct. Cl. 266: 370.
Devoe Mfg. Co., *Re*, 14 Fed. 183: 240, 241.
108 U. S. 461, 2 Sup. Ct. 894, 27 L. ed. 764: 240, 241.
Devore v. Delaware, L. & W. R. R. Co. (U. S. C. C. Second Circuit): 1293.
De Walt v. Kinard, 19 S. C. 286: 801.
Dewey v. Des Moines, 173 U. S. 193, 43 L. ed. 665: 2408.
v. Stratton, C. C. A., 114 Fed. 179: 1391, 1418.
v. W. F. G. C. Co., 123 U. S. 329, 31 L. ed. 179: 143.
Dewey Min. Co. v. Miller, 96 Fed. 1: 89.
v. Miller, 96 Fed. 1: 61.
De Wolf v. Johnson, 10 Wheat. 367, 384, 6 L. ed. 343, 347: 416.
Dews, *Re*, 96 Fed. 181: 2246.
Dexter, *Re*, C. C. A., 158 Fed. 788: 2211.

[References are to pages.]

Dexter v. Arnold, 5 Mason, 303: 1407, 1411, 1412, 1414.
v. Fulton, 86 Hun (N. Y.) 433, 33 N. Y. Supp. 901: 789.
v. Kelles, C. C. A., 113 Fed. 48: 2556.
Dexter Horton Nat. Bank v. Hawkins, C. C. A. 190 Fed. 924: 2446.
& Co. v. Sayward, 51 Fed. 729, 732: 1580.
v. Sayward, 84 Fed. 296: 1930, 2493.
Dexter Horton Nat. Bank of Seattle, Wash. v. Hawkins, C. C. A., 190 Fed. 924: 2428.
Dexterville M. & B. Co., In *re* v. Case, 4 Fed. 873: 965.
Dey et al., R. R. Com'rs v. Chicago, M. & St. P. R. Co., 45 Fed. 82: 1768.
Diack, *Re*, 100 Fed. 770: 2160, 2161.
Dial v. Reynolds, 96 U. S. 340, 24 L. ed. 644: 407, 414, 500, 856.
Diamond, *Re*, C. C. A., 149 Fed. 407: 2259.
Diamond Coal & Coke Co. v. Allen, C. C. A., 137 Fed. 705: 1091.
Diamond Drill & Mach. Co. v. Kelley Bros. & Spielman, 130 Fed. 893: 1361, 1363.
Diamond Glue Co. v. U. S. Glue Co., 187 U. S. 611, 47 L. ed. 328: 355.
Diamond Match Co. v. Ohio M. Co., 80 Fed. 117: 525, 527, 534.
v. Oshkosh, M. Works, 63 Fed. 984: 1102.
v. Union Match Co., 129 Fed. 602: 876.
Diamond Stone Sawing Machine Co. v. Seus, 159 Fed. 497: 533.
Dibble v. Bellingham Bay Land Co., 163 U. S. 63, 41 L. ed. 72: 205.
Dick v. Foraker, 155 U. S. 404, 39 L. ed. 201: 194, 594.
v. Oil-Well S. Co., 25 Fed. 105: 995.
v. Swinton, 1 V. & B. 371: 1046.
Dickas v. Barnes, C. C. A., 140 Fed. 849, 15 Am. B. R. 566: 2055, 2282, 2285, 2294.
Dickens, 508.: 1134.
Dickens, *Re*, 175 Fed. 808: 2116.
Dickerman v. Northern Trust Co., 176 U. S. 181, 192, 44 L. ed. 423, 430: 318.
v. Northern Trust Co., 80 Fed. 450: 705.
v. Northern Trust Co., 176 U. S. 181, 185, 44 L. ed. 423, 429: 843.
v. Northern Trust Co., 176 U. 425: 125, 826, 947, 44 L. ed. 423, 425: 826.
v. Northern Tr. Co., 176 U. S. 181, 44 L. ed. 423: 1196.
Dickerson v. Colgrove, 100 U. S. 578, 25 L. ed. 618: 316, 1431.
v. De La Vergne Refrigerating Mach. Co., 35 Fed. 143, 146: 877.
v. Green, 53 Fed. 247: 528.
v. Matheson, 50 Fed. 73, 75: 1059, 1149, 1158.
v. Winslow, 11 S. R. 918: 486.
v. Winslow, 97 Ala. 491: 501.
v. Winslow, 97 Ala. 491: 486.
Dickinson v. City of Trenton, 33 N. J. Eq. 63: 1255.
v. Consol. Tr. Co., 114 Fed. 232: 518, 723.
v. Consol. Traction Co., 114 Fed. 232, 242: 524.
v. U. S., 174 Fed. 808: 2409.
v. Union Mtg. & Tr. Co., 64 Fed. 895: 37.
v. Sunday Creek Co., C. C. A., 178 Fed. 78: 2421.
v. Planters' Bank, 16 Wall. 250, 21 L. ed. 278: 1559.
v. Huntington, C. C. A., 185 Fed. 703: 147, 1387.
v. Kempner, 193 Fed. 204: 482.
v. Herb Brewing Co. (Iowa), 73 Iowa, 705, 36 N. W. 651: 68.
Dicks, *Re*, 198 Fed. 293: 2218.
Dickson, *Re*, C. C. A., 111 Fed. 726: 2282, 2285.
v. Wyman, 111 Fed. 726, 49 C. C. A., 574: 2279.
Diday v. New York, P. & O. R. Co., 107 Fed. 565: 1783, 1787, 1923.
Didier v. Warner, 1 Code R. (N. Y.) 42: 1086.
Dieckerhoff, *Re*, 45 Fed. 235: 313
Diederich v. W. Schneider Wholesale Wine & Liquor Co., C. C. A., 195 Fed. 35: 542.

[References are to pages.]

Dietz, *Re*, 97 Fed. 563: 2260.
v. Lymer, C. C. A., 63 Fed. 758: 1565.
Dietzsch v. Huidekoper, 103 U. S. 494, 26 L. ed. 497: 859, 1887, 1908.
Diggs v. Louisville & N. R. Co., C. C. A., 156 Fed. 564: 1545.
Digler v. Waller, 12 Wall. 142, 20 L. ed. 260: 2468.
Dillard's Adm'r v. Central Va. Iron Co., 125 Fed. 157: 750, 751, 1169.
Diller, *Re*, 100 Fed. 931: 2219.
Dillingham v. Booker, C. C. A., 18 L.R.A.(N.S.) 956, 163 Fed. 696: 1501.
v. Hawk, C. C. A., 23 L.R.A. 517, 60 Fed. 494: 1012, 1013.
v. Moran, C. C. A., 81 Fed. 100 Fed. 627: 2208.
Dillon, *Re*, 7 Sawyer, 561: 1718.
v. Barnard, 21 Wall. 430, 437, 438, 22 L. ed. 673, 676, 677: 1176.
v. Barnard, 1 Holmes, 386: 1176: 1177.
v. Francis, 1 Dickens, 68: 562.
v. Kansas City S. B. Ry. Co., 43 Fed. 109: 853, 857.
v. Oregon, S. L. & U. N. Ry. Co., 66 Fed. 622: 949.
v. O'Brien, (Irish Exch. Div.) 16 Cox. Crim. Cas. 245: 1623.
Dilly v. Doig, 2 Ves. Jr. 486: 504.
Dimick v. Shaw, C. C. A., 94 Fed. 266: 911.
v. Tompkins, 194 U. S. 540, 548, 48 L. ed. 1110: 1056, 1520.
Dimmick v. U. S., 36 Fed. 82: 1307.
Dimmock v. Doolittle, 29 Fed. 545: 110.
Dimock v. Revere Copper Co., 117 U. S. 559, 29 L. ed. 994: 2298.
Dimond Coal & Coke Co. v. Allen, 137 Fed. 705: 1091.
Dimpfell v. Ohio & Miss. R. Co., 110 U. S. 209, 28 L. ed. 121: 518, 521.
Ainet v. Delavan, 117 Fed. 978: 1839, 1846, 1847, 1848.
Dinsmore v. Central R. Co., 19 Fed. 153: 633.
v. L., N. A. & C. R. Co., 3 Fed. 593: 899, 901.
v. L. C & L. Ry. Co., 2 Fed. 465: 899, 901.
Dinsmore v. Maroney, 4 Blatchf. 416: 1148.
v. New York B. of P., 12 Abb. N. Cas. (N. Y.) 436: 869.
v. Philadelphia & R. R. Co., Fed. Cas. No. 3,921: 141.
v. Southern Express Co., 183 U. S. 115, 46 L. ed. 111: 2516.
v. Southern Exp. Co., 92 Fed. 714: 58, 328.
Director, The, 26 Fed. 708: 1952.
Disbrow v. Driggs, 16 How. Pr. (N. Y.) 346: 8 Abb. Pr. (N. Y.) 305, note: 1818, 1884.
v. The Walsh Brothers, 36 Fed. 607: 1933.
Disconto Gesellschaft v. Umbreit, 208 U. S. 570, 52 L. ed. 625: 2405.
Dishon v. Cincinnati, N. O. & T. P. Ry. Co., C. C. A., 133 Fed. 471, 473: 1783, 1844, 1917.
Distilling & C. F. Co. v. Gottschalk, 66 Fed. 609: 1563.
District Attorney, *Re*, 23 Fed. 26: 1301.
District of Columbia v. Barnes, 197 U. S. 146, 49 L. ed. 699: 2303.
v. Brewer, Court of Appeals D. C. January 5, 1909, 37 Wash. L. Rep. 65: 2573.
v. Brooke, 214 U. S. 138, 53 L. ed. 941: 2506.
v. Gannon, 130 U. S. 227, 32 L. ed. 922: 2386, 2387, 2440.
Dixon, *Re*, 114 Fed. 675: 2268.
v. Dixon, Ch. D. 89 L. T. 272: 995.
v. Ramsay, 3 Cranch, 319, 2 L. ed. 453: 360.
v. Smith, 1 Swanst. 457: 1001.
v. Western Union Tel. Co., 38 Fed. 377: 1817,-1818.
v. Wyatt, 4 Madd. 392: 770.
D. G. Tompkins Co. v. Chester Mills, 90 Fed. 37: 1333.
D. H. McBride & Co., *Re*, 132 Fed. 285: 2114, 2163, 2159.
D. Levy & Co. *Re*, C. C. A., 142 Fed. 442, 15 Am. B. R. 169: 2110, 2116, 2117.
D. M. Osborne Co. v. Mo. Pac. R. Co., 147 U. S. 248, 37 L. ed. 155: 869.
D. M. Sechler Carriage Co. v. Deere & Mansur Co., 113 Fed. 285: 411.

[References are to pages.]

Doan v. Am. Book Co. C. C. A., 105 Fed. 772: 528, 2476, 2477.
Doane v. Burkman, C. C. A., 190 Fed. 541: 1501.
v. Corbin, 44 Ill. App. 463: 1891, 1892.
v. Glenn, 21 Wall. 33, 32 L. ed. 476: 1157.
Dobbins v. Los Angeles, 195 U. S. 223, 241, 49 L. ed. 169, 177: 328, 862, 869.
Dobbin's Distillery v. U. S., 96 U. S. 395, 24 L. ed. 637: 2013.
Dobbs, *Re*, 175 Fed. 319: 2218.
Dobson v. Hartford Carpet Co., 114 U. S. 439, 29 L. ed. 177: 621, 2552.
Doctor v. Harrington, 196 U. S. 579, 49 L. ed. 606: 104, 133, 521, 523.
v. Schnepp, 7 N. Y. Civ. Proc. 144, 2 How. Pr. N. S. (N. Y.) 52: 1084.
Dodd v. Ghiselin, 27 Fed. 405: 121, 1576.
v. Louisville Br. Co., 130 Fed. 186: 133, 1833, 1841, 1907.
v. Palmer Mountain Tunnel Co., 188 Fed. 447: 165, 171.
Dodd v. Wilkinson, 42 N. J. Eq. 647: 784.
Dodge v. Briggs, 27 Fed. 161: 333.
v. Frank Waterhouse & Co., ed. 142: 649, 650.
v. Israel, 4 Wash. 323: 1155, 1156.
v. Knowles, 114 U. S. 430, 39 L. ed. 144: 2469.
v. Norlin, C. C. A., 133 Fed. 363: 2280, 2282, 2285, 2287.
v. Norlin, C. C. A., 133 Fed. 363, 369: 2497.
v. Perkins, Fed. Cas. No. 3,954 (4 Mason, 435): 101, 121.
v. Town of North Hudson, 177 Fed. 986: 369, 361.
v. Town of North Hudson, 188 Fed. 489: 727.
v. Tulleys, 144 U. S. 451, 36 L. ed. 501: 720, 1295, 1572.
v. U. S., C. C. A., 131 Fed. 849: 2567.
v. Woolsey, 18 How. 331, 15 L. ed 401: 104, 133, 442, 521.
Dodson v. Fletcher, C. C. A., 78 Fed. 211: 2448.
Doe v. Hyde, 111 U. S. 217, 29 L. ed. 142: 649.
v. Reed, 12 East, 57, 59: 978.
Doe v. Roe, 13 Fla. 602: 1065.
v. Roe, 31 Fed. 97: 1422, 1429.
v. N. W. Coal & Transp. Co., 78 Fed. 62: 955.
v. Northwestern C. & T. Co., 64 Fed. 928: 942, 943.
v. McFarland, 9 Cranch, 151, 3 L. ed. 687: 369.
v. Springfield B. Co., C. C. A., 104 Fed. 684: 583.
v. Waterloo Min. Co., 43 Fed. 219: 340, 341.
v. Waterloo Min. Co., 60 Fed. 643: 1393.
Doe d. Moore v. Nelson, 3 McLean 383: 1143, 1149.
Doggett v. Railroad Co., 99 U. S. 72, 25 L. ed. 301: 416, 492
v. Emerson, 1 Woodb. & M. 196: 634.
Doig, *Re*, 4 Fed. 193: 1630.
Dokken v. Page, C. C. A., 147 Fed. 438: 2105.
Dolder v. Bank of England, 10 Ves. 284, 285: 731.
Dolan, *Re*, 182 Fed. 949: 2161.
v. Jennings, 139 U. S. 385, 35 L. ed. 217: 2450, 2453, 2455.
v. U. S., C. C. A., 133 Fed. 440, 446, 69 C. C. A., 274: 1676, 1677.
v. U. S., C. C. A., 116 Fed. 578, 54 C. C. A. 34: 1728, 1730.
Doll, *Ex parte*, 7 Phila. 595: 1355.
Dollar Sav. Bank v. U. S., 19 Wall. 227, 22 L. ed. 80: 1428.
Donahue, *Re*, 8 Bankr. 453: 1314, 1319.
v. Calumet Fire Clay Co., 94 Fed. 23: 1764, 1765.
v. Pomeroy, 19 N. Y. Supp. 569: 794.
Donahey, *Re*, 176 Fed. 458: 2217.
Donahue v. Roberts, 19 Fed. 863, 1141, 1146, 1147, 1148
Donaldson v. Roksament Stone Co., 178 Fed. 103: 1362.
v. Williams, 50 Mo. 508; Story's Eq. Jur., § 84: 320
Donallan v. Tannage Patent Co., C. C. A., 79 Fed. 385: 2514.
Donham v. Springfield H. Co., 62 Fed. 110: 1419.
Donnell Mfg. Co. v. Wyman, 156 Fed. 115: 381.
Donnelly, *Re*, 193 Fed. 755: 2608.
Donnelly, *Re*, 193 Fed. 755: 2068, C. C. A., 187 Fed. 121: 2285, 188 Fed. 1001: 2097.

[References are to pages.]

Doniphan v. Lehman, 179 Fed. 173: 1359, 1360.
Donohoe v. Mariposa L. & M. Co., 1 Pac. Coast L. J. 211: 706.
v. Mariposa Land & Mining Co., Fed. Cas. No. 3,989 (Sawy. 163): 1792.
Donovan v. Campion, 85 Fed. 71: 444.
v. Dixieland Amusement Co., 152 Fed. 661: 584.
v. Pennsylvania Co., 199 U. S. 279, 305, 50 L. ed. 192, 204: 333, 339, 867.
v. Salem & P. Nav. Co., 134 Fed. 316: 1341.
v. Wells-Fargo & Co., C. C. A., 169 Fed. 363: 1842.
Dooley v. Pease, 180 U. S. 126, 45 L. ed. 457: 1562.
v. U. S., 182 U. S. 222, 45 L. ed. 1074: 368, 372, 374.
Doolittle, *Re*, 23 Fed. 544, 548: 999.
v. Bryan, 14 How. 563, 14 L. ed. 543: 1350.
v. Knobeloch, 39 Fed. 40: 1938.
Dooley v. U. S., 182 U. S. 222, 45 L. ed. 1074: 367.
Doo Woon, *Re*, 18 Fed. 898, 9 Sawyer, 417: 1515, 1645.
Doran, *Re*, 148 Fed. 327: 2176.
C. C. A., 154 Fed. 467: 2279, 2280, 2284.
Doremus v. Root, 94 Fed. 760: 1784.
Dorgan v. Scheer, 31 Misc. (N. Y.) 801, 62 N. Y. Supp. 1030 (*affirmed* in 31 Misc. (N. Y.) 829, 64 N. Y. Supp. 383): 792.
Doris Eckoff, The, 41 Fed. 156, 159: 1287.
Dormer v. Fortesque, 3 Atk. 124: 558, 773.
Dormitzer v. Illinois & St. L. Bridge Co., 6 Fed. 217: 101, 449.
Dorn v. Fox, 61 N. Y. 264: 568, 851.
Doroshow v. Ott, C. C. A., 134 Fed. 740: 2280, 2282, 2284.
Dorr, *Re*, C. C. A., 196 Fed. 292: 2181, 2216.
Dorr, *Ex parte*, 5 How. 103, 11 L. ed. 514: 1597, 2447.
Dorr v. Gibboney, 3 Hughes, 382: 606, 610.
v. U. S., 195 U. S. 138, 24 Sup. Ct. 808, 49 L. ed. 129: 269, 277.
Dorsheimer v. Glenn, 51 Fed. 404: 2556.
Dorsheimer v. Rorbeck, 9 C. E. Green (N. J.), 33: 1393.
v. U. S., 7 Wall. 166, 19 L. ed. 187: 2303.
Dorsey v. Packwood, 12 How. 126, 13 L. ed. 921: 850.
Dos Hermanos, The, 2 Wheat. 76, 4 L. ed. 189: 2010.
10 Wheat. 306, 6 L. ed. 328: 2461.
Doss v. Tyack, 14 How. 297, 313, 14 L. ed. 428, 435: 814.
Doswell v. De LaLanza, 20 How. 29, 15 L. ed. 824: 2555.
Doubleday v. Sherman, 8 Blatchf. 45: 1375.
Dougherty v. Atchison, T. & S. F. R. Co., 126 Fed. 239: 1801.
v. U. S., 18 Ct. Cl. 496: 2323.
v. Yazoo & M. V. R. Co., 122 Fed. 205, 58 C. C. A. 651: 1792, 1803.
Doughty v. West, 2 Fish. 553: 910.
v. West B. & C. Mfg. Co., 8 Blatchf. 107: 1297.
Douglas v. Boardman, 113 Mich. 618: 495.
v. Boardman, 71 N. W. 1100: 495.
v. Butler, 6 Fed. 228: 356, 401, 724.
v. Caldwell, 65 N. C. 248: 1827.
v. Cline, 12 Bush (Ky.), 613 (1876): 957.
v. Cline, 12 Bush (Ky.), 608: 957.
v. County of Pike, 101 U. S. 677, 25 L. ed. 968: 1569.
v. Richmond & D. R. Co. (North Carolina), 106 N. C. 65, 10 S. E. 1048: 1801.
v. U. S., 11 Ct. Cl. 655: 2348.
Douglas Coal & Coke Co., *Re*, 131 Fed. 769, 773, 12 Am. B. R. 539: 2067, 2072, 2073.
Douglas Company v. Stone, affirming 110 Fed. 812: 40.
v. Stone, 191 U. S. 557: 36, 40.
v. Tennessee Lumber Mfg. Co., C. C. A., 118 Fed. 438: 865.
Douglas Park Jockey Club v. Grainger, 146 Fed. 414: 72, 396.
Douglass v. Pike County, 101 U. S. 677, 25 L. ed. 968: 1198, 1571, 1569.
v. Rathbone, 5 Hill (N. Y.), 143: 1177.
Dovenby Hospital, *Re*, 1 Myl. & Cr. 279: 814.

[References are to pages.]

Dover v. Greenwood, 143 Fed. 136: 537.
v. Greenwood, 154 Fed. 854: 1073.
v. Greenwood, 177 Fed. 946: 539, 1087, 1091.
Dow v. Bradstreet Co., 46 Fed. 824: 118, 1791, 1783, 1803, 1811.
v. Chamberlin, 5 McLean, 281: 348.
v. Memphis & L. R. Co., 20 Fed. 260, 266, 267: 957, 965.
Dowagic Mfg. Co. v. Brennan, 156 Fed. 213: 2502.
v. Lochren, C. C. A., 143 Fed. 211: 1135, 1139, 1450, 1451.
v. McSherry Mfg. Co., C. C. A., 155 Fed. 524: 1417, 1418, 1446, 1449, 1451.
v. Minnesota Moline Plow Co., 124 Fed. 736: 1364, 1372.
v. Minnesota Moline Plow Co. et al., 183 Fed. 314: 1285.
Dowdell v. United States District Court for Northern District of California et al., 139 Fed. 444: 2001.
Dowell v. Applegate, 8 Fed. 698: 717.
v. Applegate, 152 U. S. 327, 38 L. ed. 463: 659, 660, 2394.
Dower v. Richards, 151 U. S. 658, 38 L. ed. 305: 2359, 2408.
Downham v. Alexandria, 9 Wall. 659, 19 L. ed. 807: 2401.
Downing, *Re*, 45 Fed. 412: 313.
Downing, *Re*, 148 Fed. 120: 2218.
Downing, *Re*, 139 Fed. 590: 2223.
Downing, *Re*, 192 Fed. 683: 2186.
Downing, *Re*, 199 Fed. 329: 2237, 2259, 2260.
Dowling v. Dowling, L. R. 1 Ch. 612: 1271.
Downs v. Wall, C. C. A., 176 Fed. 657: 231, 1087, 1090, 1945, 1966.
Dows v. Chicago, 11 Wall. 108, 112, 20 L. ed. 65, 67: 706.
Dowse v. Hammond, C. C. A., 130 Fed. 103: 1284.
Dowson v. Hardcastle, 2 Cox Eq. 279: 567, 1332.
Doxsee v. Waddick, 122 Ia. 599: 2183.
Doyle, *Re*, 199 Fed. 247: 2218, 2252.
v. Beaupre, 39 Fed. 289: 1815, 1817.
v. Continental Ins. Co., 94 U. S. 535: 1763.
Doyle v. London Guarantee & Accident Co., 204 U. S. 599, 51 L. ed. 641: 1383, 1384.
v. San Diego L. & Tr. Co., 43 Fed. 349: 404.
Dressel v. North State Lumber Co., 119 Fed. 531: 2267.
Drexel v. Berney, 122 U. S. 241, 30 L. ed. 1219: 329.
Drainage Dist. No. 19, Caldwell County, Mo. v. Chicago, M. & St. P. Ry. Co., 198 Fed. 253: 1775.
v. Chicago, M. & St. P. Ry. Co., 198 Fed. 253: 1798, 1922.
Drainage Constr. Co. v. Englewood, 67 Fed. 141: 1180.
Drake v. Goodridge, 6 Blatchf. 151: 821.
v. Paulhamus, C. C. A., 66 Fed. 895: 92.
Draper Co. v. Am. Loom Co., 161 Fed. 728, 1286.
v. Davis, 104 U. S. 347, 26 L. ed. 783: 846.
v. Hudson, 1 Holmes, 208: 740.
v. Skerrett, 116 Fed. 206: 24, 38.
Dravo v. Fabel, 132 U. S. 487, 33 L. ed. 421: 349.
Dr. Blair Medical Co. v. U. S. Fidelity, etc., Co., (Iowa 1902) 89 N. W. 20: 790.
Dredge v. Forsyth, 2 Black, 563, 17 L. ed. 253: 2424.
Dreier v. U. S., 221 U. S. 394, 55 L. ed. 784: 1094.
Drennen v. Heard, 198 Fed. 414: 1388.
Dreskill v. Parish, 5 McLean, 213: 1321.
Dressel v. North State Lumber Co., 119 Fed. 531: 2141.
Dresser, *Re*, 134 Fed. 915: 2226.
Dresser, *Re*, C. C. A., 135 Fed. 495: 2188, 2194.
144 Fed. 318: 2249.
C. C. A., 146 Fed. 383: 1094, 2140, 2250.
Drew v. Harman, 5 Price, 319: 823.
Drexel v. Berney, 14 Fed. 268: 340.
v. True, C. C. A., 74 Fed. 12: 1060, 2554.
Drey v. Watson, C. C. A., 138 Fed. 792: 1031, 1035.
Dreyfus v. Peruvian Co., 41 Ch. D. 151: 1116.
Driggs, *Re*, 171 Fed. 897: 2097, 2099, 2114.

[References are to pages.]

Dr. Miles Medical Co. v. Snellenburg, 152 Fed. 661: 630.
Droullard v. Baxter, 1 Scam. 192: 479.
Dr. Peter H. Fahrney & Sons Co. v. Ruminer, C. C. A., 153 Fed. 735: 1139.
Drumgoole, *Re*, 140 Fed. 208: 663.
Drummond, *Re*, 1 N. B. R. 231: 2064, 2065.
Drumm Flato Commission Co. v. Edmisson, 208 U. S. 534: 1558.
Dry Dock R. R. *Re*, 165 Fed. 487: 1009.
Drybutter v. Bartholomew, 2 P. Wms. 127: 1283.
DuBois v. Kirk, 158 U. S. 58, 67, 39 L. ed. 895, 899: 1338.
v. Seymour, C. C. A., 152 Fed. 600; reversing 145 Fed. 1003: 660.
v. Mayor, etc., of City of New York, C. C. A., 134 Fed. 570: 1335.
v. Mayor of New York, C. C. A., 128 Fed. 418: 2555.
Dubuque & Pacific R. R., *Ex parte*, 1 Wallace, 69, 17 L. ed. 514: 2564.
Dubuque & S. C. Co. v. Pierson, C. C. A., 70 Fed. 303: 1248.
Dubuque & P. R. Co., *Ex parte*, 1 Wall 69, 17 L. ed. 514: 1448.
Duncan, *Re*, 139 U. S. 449, 35 L. ed. 219: 1480.
Duchesse d'Auby v. Porter, 41 Fed. 68: 360.
Ducktown Sulphur, etc., Co. v. Fain, 109 Tenn. 56, 70 S. W. 813: 506.
Duden v. Maloy, 43 Fed. 407: 1232, 1234.
Dudgeon v. Watson, 23 Fed. 161: 356, 633, 634.
Dudley v. Board of Com'rs of Lake County, C. C. A., 103 Fed. Fed. 209: 2414.
v. Illinois Cent. R. R. Co., 127 Ky. 221, 96 S. W. 835, 13 L.R.A.(N.S.) 1186, 128 Am. St. Rep. 335: 1821.
Dueber Watch Case Mfg. Co. v. American, etc., Watch Co., 22 N. Y. Supp. 69, 29 Abb. N. Cas. 412: 793.
Dueber Watch Case Mfg. Co. v. Keystone Watch Case Co., 21 N. Y. Supp. 342, 50 N. Y. St. 417, 23 N. Y. Civ. Proc. 44: 792.
Duff v. First Nat. Bank, 13 Fed. 65: 594.
v. Hildreth, 67 N. E. 356, 183 Mass. 440: 1856.
Duff Mfg. Co. v. Kalamazoo Ry. Sig. Co., 100 Fed. 357: 874.
Duffield v. San Francisco Chemical Co., 198 Fed. 942: 341.
Duffy, *Re*, 118 Fed. 936, 9 Am. B. R. 358: 2068.
v. Glucose Sugar Refining Co., 141 Fed. 206: 1554.
v. Ryer, 17 N. Y. Supp. 843: 794.
Dufour v. Lang, C. C. A., 54 Fed. 913: 2505, 2509.
Dugan v. Beckett, C. C. A., 129 Fed. 56: 1576.
Duggar v. Dempsey, 13 Wash. 396: 692.
v. Dempsey, 43 Pac. 357: 692.
Duguid, *Re*, 100 Fed. 274: 2046.
Duke v. St. Louis & S. F. R. Co., 172 Fed. 684.
Duke of Beaufort v. Morris, 2 Phil. 683: 1206.
v. Neeld, 12 Cl. & Fin. 248, 286: 320.
Duke of Bedford v. British Museum, 2 M. & K. 552: 850.
Duke of Buckingham v. Duchess of Buckingham, 2 Eq. Cas. Abr. 527: 928.
Duke of Brunswick v. King of Hanover, 6 Beav. 1: 363.
Duke of Chandos v. Talbot, 2 P. Wms. 372: 401.
v. Morning Journal Ass'n, 120 Fed. 860: 2543.
Duke of Somerset v. Cookson, 3 P. Wms. 389: 331, 891, 899.
Dull v. Blackman, 169 U. S. 243, 246, 42 L. ed. 733, 734: 208.
v. Blackman, 169 U. S. 43, 42 L. ed. 733: 666.
Dulles v. H. D. Crippen Mfg. Co., 156 Fed. 706: 196, 206.
Duluth & S. Bridge Co. v. Steamer "Troy," 208 U. S. 321, 52 L. ed. 512, 28 S. Ct. 416: 1934.
Dumar v. Witherbee, 88 N. Y. App. Div. 181, 84 N. Y. Suppl. 669: 788, 789.

[References are to pages.]

Dummer v. Chippenham, 14 Ves. 245, 251: 1123.
v. Corporation of Chippenham, 14 Ves. 252: 406.
Dumont v. Fry, 12 Fed. 21: 331.
Dumville v. Ashbrooke, 3 Russ. 98, note: 975.
Dunbar v. Dunbar, 190 U. S. 340. 47 L. ed. 1084: 2203.
Dunbar v. Dunbar, 190 U. S. 340, 47 L. ed. 1084: 2202, 2203.
v. U. S., 60 Fed. 75: 1060.
v. U. S., 156 U. S. 185, 195, 196, 39 L. ed. 390, 394: 1060, 1662.
Dun v. Lumbermen's Credit Ass'n, 209 U. S. 20, 23, 52 L. ed. 663, 665, 14 Ann. Cas. 501: 884, 2544.
Dunavant, *Re*, 96 Fed. 542: 2174.
Dunbar v. Dunbar, 190 U. S. 340, 350, 47 L. ed. 1084: 2255.
Duncan, *Re*, 139 U. S. 449, 35 L. ed. 219: 1575.
v. Associated Press, 81 Fed. 417: 1820.
v. Atlantic M. & O. R. Co., 88 Fed. R. 840: 1237, 1404.
v. Atchison, T. & S. F. R. Co., C. C. A., 72 Fed. 808: 2496.
v. Darst, 1 How. 301–306, 11 L. ed. 139, 141: 856, 1542.
v. Ferguson-McKinney Dry Goods Co., C. C. A., 150 Fed. 269: 2218.
v. Gegan, 101 U. S. 810, 25 L. ed. 875: 1907.
v. Landis, C. C. A., 106 Fed. 839: 2123, 2282, 2357.
v. Mobile & O. R. Co., 2 Woods, 542: 969.
v. St. Louis, I. M. & S. Ry. Co., 22 So. 924, 49 La. Ann. 1700: 1917.
Dundee M. & Tr. Co. v. Hughes, 124 U. S. 157, 31 L. ed. 357: 1565.
Dungey v. Angove, 2 Ves. Jr. 304, 310: 564, 566.
Dunham v. Townsend, 118 N. Y. 286; 3 Cyc. 178: 2288.
v. Bent, 72 Fed. 60: 83, 536.
v. Riley, 4 Wash. C. C. 126, Fed. Cas. No. 4,155: 1128.
Dunkle v. Worcester, 5 Biss. 102: 1141.
Dunkley v. Van Buren, 3 J. Ch. (N. Y.) 330: 1184.
Dunn, *Re*, 25 How. Pr. (N. Y.) 467: 1504.
Dunn, Matter of, 212 U. S. 374, 53 L. ed. 558: 79, 81, 1845.
Dunn, *Re*, 53 Fed. 341: 2234.
Dunn, *Re*, 181 Fed. 701: 2212.
v. Clarke, 8 Pet. 1, 2, 8 L. ed. 845: 143, 466, 588, 754, 758.
v. Duncan, Fed. Cas. No. 4,175, 2 W. N. Cas. (Pa.) 480, 1 Law & Eq. Rep. 402: 1895.
v. Filmore, 1 Vern. 135: 1411.
v. Gans, C. C. A., 129 Fed. 750: 2193.
v. Mayo Mills, C. C. A., 134 Fed. 804, 806: 2554.
v. Murt, 4 Mack. 289: 347.
v. Hardware & Furniture Co., 134 Fed. 997: 2265, 2267.
v. State Board, 59 Minn. 221, 61 N. W. 27: 417.
v. Waggoner, 11 Tenn. (3 Yerg.) 59: 103, 109, 114.
Dunne v. Burlington, C. R. & N. R. Co., 35 Minn. 73, 27 N. W. 448: 1884.
Dunlap v. Byers, 110 Mich. 109: 209, 1260.
v. N. E. R. Co., 130 U. S. 649, 32 L. ed. 1058: 1556.
v. Stetson, 4 Mason, 349: 466, 588.
Dunlap Hardware Co. v. Huddleston, C. C. A., 167 Fed. 433: 2272, 2220.
Dunlevie v. Spangenberg, 66 Misc. (N. Y.) 364: 1174.
Dunlevy v. Dunlevy, 38 Fed. 462: 1419.
Dunlop v. Hubbard, 19 Ves. 205: 567, 1332.
v. Munroe, 1 Cranch, C. C. 536: 1148, 1154.
v. U. S., 165 U. S. 486, 498, 41 L. ed. 799, 803: 1668, 1713, 1738.
Dunnegan v. U. S., 17 Ct. Cl. 240, 247: 1351, 1352.
Dunnigan, *Re*, 95 Fed. 428: 2047.
Dunning, *Re*, C. C. A., 94 Fed. 709: 2287.
Dunphy v. Traveller Newspaper Ass'n, 146 Mass. 495: 500.
Dunscath & Son Co., *Re*, 168 Fed. 973: 2109.
Dunton v. Muth, 45 Fed. 390: 87.
Duplex Radiator Co., *Re*, 142 Fed. 906, 2042, 2058, 2074.

[References are to pages.]

Dupree, *Re*, 97 Fed. 28: 2076.
v. Leggette, 140 Fed. 776: 32, 477.
Dupositer v. Ft. Jefferson Imp. Co's. Receivers, 121 Ky. 518, 28 Ky. Law Rep. 504, 89 S. W. 509: 1193.
Du Pont v. Abel, 81 Fed. 534: 593, 594.
Duponti v. Mussey, 4 Wash. 128: 708.
Dupoyster v. Ft. Jefferson Imp. Co's. Receivers, 121 Ky. 518, 28 Ky. Law Rep. 504, 89 S. W. 509: 1193.
Duquesne Incandescent Light Co., *Re*, 176 Fed. 785: 2191, 2204.
Duran v. U. S., 31 Ct. Cl. 353: 2328.
Duran Mercantile Co., *Re*, 199 Fed. 961: 2273, 2274.
Durand v. Halbach, 1 Miles (Pa.) 46: 0016.
v. Hollins, 10 New York Superior Court (3 Duer), 686: 1814.
v. Hutchinson, Mich. 1771, in Chan. 638.
Durant v. Essex Co., 7 Wall. 107, 109, 19 L. ed. 154, 156: 656, 1201.
v. Essex County, 101 U. S. 555, 25 L. ed. 961: 2563.
v. Washington County, 4 Woolw. 297: 1374.
Durgan v. Redding, 103 Fed. 914: 1896.
Durham, *Re*, 114 Fed. 750: 2028.
Durham v. Seymour, 161 U. S. 235, 40 L. ed. 682: 2439.
v. Southern Life Ins. Co., 46 Tex. 182: 1886.
Durkee v. Illinois Cent. R. Co., 81 Fed. 1: 1917.
Durrant, *Re*, 84 Fed. 314: 1056.
84 Fed. 317: 1510.
Durrant, *Re*, 84 Fed. 317: 2471.
Dursley v. Fitzhardinge, 6 Ves. 260: 1113.
Duryea Power Co., *Re*, 159 Fed. 783: 2145.
Duryea Power Co. v. Sternbergh, 218 U. S. 299, 301, 54 L. ed. 1047, 1048: 2278.
Duryee, *Re*, 2 Fed. 68, 2099.
Duryee v. International Mach. & Eng. Co., D. C., S. D. N. Y., January 1912: 1903.
Duryee v. International Mach. & Eng. Co., (D. C., S. D. N. Y.) January, 1912: 1315.
Dushane v. Beall, 161 U. S. 513, 40 L. ed. 791: 2167.
v. Benedict, 120 U. S. 630, 30 L. ed. 810: 1426, 1429, 2440.
Dutton v. State, 92 Ga. 14, 18 S. E. 545: 1707.
Du Vivier v. Hopkins, 116 Mass. 125, 17 Am. Rep. 141: 1772.
Duy v. Knowlton, 14 Fed. 107: 1313.
Dvorak, *Re*, 107 Fed. 76: 2088.
Dwelle v. Allen, 151 App. Div. (N. Y.) 717: 603.
v. Allen, 193 Fed. 546: 603.
Dwyer, *Re*, 112 Fed. 777: 2089.
Dwyer v. U. S., C. C. A., 170 Fed. 160: 225, 1741, 1751, 2556.
D. & W. Fuse Co. v. Trumbull El. Mfg. Co., 183 Fed. 784: 618.
v. Cent. Vt. R. Co., 9 Fed. 785: 151, 456, 636, 1181.
v. Humphreys, 3 McLean, 104: 562, 724, 1183.
v. Merritt, 4 Fed. 614: 1437.
D'Wolfe v. Raband, 1 Pet. 476, 7 L. ed. 227: 645, 1554, 1573, 1576.
112 Fed. 777: 2082, 2123.
C. C. A., 184 Fed. 880.
v. Peshall, 32 Fed. 497: 1818.
Dyar v. U. S., C. C. A., 186 Fed. 614: 1749.
Dyer v. Cryder, 153 Fed. 767: 527.
v. Dyer, 2 Cox Eq. Cas. 92: 320.
Dygert v. Vt. L. & Tr. Co., C. C. A., 94 Fed. 913: 1570.
Dykes v. U. S., 16 Ct. Cl. 869: 2302.
Dyson v. Morris, 1 Hare, 413: 771.

E.

Eabens v. Union Pac. Ry. Co., 58 Fed. 497: 516.
E. A. Chatfield Co. v. New Haven, 110 Fed. 788: 89, 90.
Eachus v. Hartwell, 112 Fed. 564: 36, 40.
Eade v. Jacobs, 3 Ex. D. 335: 1125.
Eades v. Harris, 1 Y. & C. N. R. 235: 459.
Eager v. U. S., 33 Ct. Cl. 336, 337: 2327.

[References are to pages.]

Eager's Case, 35 Ct. Cl. 556: 2308.
Eagle, The, id. 15, 19 L. ed. 365: 2547.
Eagle, The, Ole. 232, Fed. Cas. No. 4,233: 2008, 2009.
Eagle, The, v. Fraser, 8 Wall. 15, 19 L. ed. 365: 1932.
Eagle Iron Works, *Re*, 8 Paige (N. Y.), 385: 1021.
Eagle Iron Co. v. Colyar, 156 Fed. 954: 768.
Eagle Mfg. Co. v. Chamberlain Plow Co., 36 Fed. 905: 880.
v. Miller, 41 Fed. 351: 443.
Eagle Mining Co. v. Hamilton, 218 U. S. 513, 54 L. ed. 1131: 2361, 2388.
Eagles, *Re*, 99 Fed. 695: 2144, 2145, 2146, 2147, 2148.
Eagles & Crisp, *Re*, 99 Fed. 695: 2193.
E. A. Packer, The, C. C. A., 58 Fire Ins. Co., 142 Fed. 863: 46, 1822.
Ealer v. U. S., 5 Ct. Cl. 708: 2349.
Eames v. Kaiser, 142 U. S. 488, 35 L. ed. 1090: 2553.
E. A. Packer, The, C. C. A., 58 Fed. 251: 2572.
Earl of Abergavenny v. Powell, 1 Meriv. 434: 1115.
Earl of Bath v. Sherwin, 4 Bro. P. C. 373: 333, 851.
Earl of Darlington v. Bowes, 1 Eden, 271: 1209.
Earl of Derby v. Duke of Athol, 1 Ves. Sen. 203: 1180.
Earl of Devonshire's Case, 11 Coke, 89: 332.
Earl of Ilchester, *Ex parte*, 7 Ves. 348, 373: 1270.
Earl of Leicester v. Perry, 1 Brown Ch. C. 305: 630.
Earl of Lonsdale v. Church, 3 Brown Ch. C. 41: 1004, 1005.
Earl of Mexborough v. Whitwood, (1897) 2 Q. B. 111: 1126.
Earl of Newburgh v. Countess, 5 Madd. 364: 1204.
Earl of Suffolk v. Green, 1 Atk. 450: 322, 1114.
Earle v. Art L. Pub. Co., 95 Fed. 54: 626.
Earle v. Chesapeake & O. Ry. Co., 127 Fed. 235: 575, 583, 584, 585.
Earle v. Conway, 178 U. S. 156, 44 L. ed. 1149: 168.
Earle v. Couch, 3 Met. (Ky.) 450: 1405.
Earle v. Myers, 207 U. S. 244, 52 L. ed. 191: 2426.
Earle v. Pennsylvania, 178 U. S. 449, 44 L. ed. 1146: 168.
Earle v. Seattle, L. S. & E. R. Co., 56 Fed. 909: 516, 522, 1896.
Early v. Beecher, 75 Tenn. (7 Lea) 256: 1891.
Earnshaw v. U. S., C. C. A., 146 U. S. 60, 36 L. ed. 887: 314.
Earp v. Coleman, 28 Fed. 340: 120.
Eash, *Re*, 157 Fed. 996: 2218.
Easley, *Re*, 93 Fed. 419: 2099, 2173.
East India Co. v. Boddam, 13 Ves. 421: 1396.
East L. L. Co. v. Brown, 155 U. S. 488, 39 L. ed. 233: 180 U. S. 535: 60, 1757.
East Oakland v. Skinner, 94 U. S. 255, 24 L. ed. 125: 1197, 1198.
East Tennessee Iron & Coal Co. v. Wiggin, C. C. A., 68 Fed. 446: 211, 212.
East Tennessee Tel. Co. v. Board of Councilmen, 190 Fed. 346: 662.
East Tenn. V. & G. R. Co. v. Atlanta & T. F. R. Co., 49 Fed. 508: 577.
v. Grayson, 119 U. S. 240, 30 L. ed. 382: 116.
v. Southern Tel. Co., 112 U. S. 306, 28 L. ed. 716: 2485.
v. So. Tel. Co., 125 U. S. 695, 31 L. ed. 853: 2515, 2518.
East & W. India Docks & B. J. Ry. Co. v. Dawes, 11 Hare, 363: 849.
Eastern B. & L. Ass'n v. Bedford, 88 Fed. 7: 1571.
Eastern B. L. Ass'n v. Denton, 65 Fed. 569: 500.
Eastern B'g & Loan Ass'n v. Welling, 103 Fed. 352: 664, 671.
v. Welling, 116 Fed. 400: 655.
Eastern Cherokees, *Re*, 220 U. S. 83, 55 L. ed. 379: 1463.
Eastern Cherokees v. U. S., 225 U. S. 572, 56 L. ed. 1212: 2565.
Eastern Dredging Co., *Re*, 159 Fed. 541: 1993.
Eastern P. B. Co. v. Nixon, 35 Fed. 752: 880.
Eastfield S. S. Co. v. McKeon, 186 Fed. 357: 1948.

[References are to pages.]

Eastin & Knox v. Texas & P. Ry. Co. (Texas), 92 S. W. 838: reversing 89 S. W. 440: 1782, 1842.
Eastlack, *Re*, 145 Fed. 68: 2146.
Eastman v. Sherry, 37 Fed. 844: 1278, 1321.
Easton, *Ex parte*, 95 U. S. 68, 24 L. ed. 373: 1933.
Easton, *Re*, 95 U. S. 68, 24 L. ed. 373: 1935.
Easton v. Hodges, 7 Bissell, 324, U. S. C. C., D. Illinois: 1118.
v. Houston & T. C. Ry. Co., 38 Fed. 784: 985, 1009.
v. H. & T. C. Ry. Co., 40 Fed. 189: 1035.
v. H. & T. C. Ry. Co., 44 Fed. 718: 1312.
Eaton, *Re*, 51 Fed. 804, 806: 1478, 1481.
Eaton, *Re*, 110 Fed. 731: 2247, 2248.
Eaton v. Cleveland, St. L. & L. & K. C. Ry. Co., 41 Fed. 421: 1348.
v. Hoge, C. C. A., 141 Fed. 64: 46.
Eatonton, El. Co., *Re*, 120 Fed. 1010: 1191.
Eau Claire v. Payson, C. C. A., 107 Fed. 557: 1000.
Eau Claire Nat. Bank v. Jackman, 204 U. S. 522, 537, 41 L. ed. 596, 605: 2038, 2298.
Eberville v. Leadville Coloring, Tunneling & Drainage Co., 28 Colorado, 241, 64 Pac. 200: 1193.
Ebner v. Zimmerly, C. C. A., 118 Fed. 818: 1165.
Eby v. Northern Pac. R. Co., 13 Phila. 144: 580.
E. C. Atkins & Co. v. Moore, 212 U. S. 285, 53 L. ed. 515: 2386, 2391.
Ecaubert v. Appleton, C. C. A., 67 Fed. 917, 923: 764, 1281, 1284.
Ecford v. Greely, 6 N. B. R. 433: 2065.
Echliff v. Baldwin, 16 Ves. 267: 863.
Echols v. Smith (Kentucky), 42 S. W. 538: 94, 1917.
Eckert v. Bauert, 4 Wash. 370: 588.
Eclipse, The 135 U. S. 599, 10 Sup. Ct. 873, 34 L. ed. 269: 1937.
Eddleston v. Collins, 3 De Gex, M. & G. 1, 16: 691.
Eddy v. Casas, 118 Fed. 363: 124, 1812.
Eddy v. Eddy, C. C. A., 168 Fed. 590: 163.
Eddy v. Lafayette, 163 U. S. 456, 464, 41 L. ed. 225, 228: 578, 1015.
Edelman, *Re*, C. C. A., 130 Fed. 700, 12 Am. B. R. 238: 2068.
Edelstein v. U. S., C. C. A., 9 L.R.A. (N.S.) 236, 149 Fed. 636: 2080, 2140.
Eden Musee Am. Co. v. Bingham, 125 App. Div. 780: 869.
Edens Co., *Re*, 151 Fed. 940: 2206.
Edes, *Re*, 135 Fed. 595: 2046.
Edgarton v. Webb, 41 Ga. 417: 1885, 1888.
Edgell v. Felder, 84 Fed. 69: 446, 612.
v. Felder, C. C. A., 99 Fed. 324: 2428, 2452.
v. Haywood, 3 Atk. 35: 340.
Edgerton v. Gilpin, Fed. Cas. No. 4,280 3 Woods, 277): 105, 109.
v. Mayor, etc. of N. Y., 27 Fed. 30: 1577.
Edinburgh Coal Co. v. Humphreys, C. C. A., 134 Fed. 839: 1451, 2108.
Edington v. Masson, C. C. A., 177 Fed. 209: 2166.
Edith, The, 5 Ben. 432, Fed. Cas. No. 4,282: 1976.
Edith, The, 11 Blatchf. 451, Fed. Cas. No. 4,283, 94 U. S. 518, 24 L. ed. 167: 1976.
Edison v. Allis-Chalmers Co., 191 Fed. 837: 198, 504.
v. Am. Mutoscope Co., 117 Fed. 192: 1325, 1328.
v. Am. Mutoscope & B. Co., 127 Fed. 361: 1177.
v. Thomas A. Edison, Jr., Chemical Co., 128 Fed. 86, 957, 1013.
Edison El. Ill. Co. v. U. S., 38 Ct. Church, Kerr & Co., 138 Fed. 460: 1152.
Edison El. Ill. Co. v. v. U. S., 38 Ct. Cl. 208: 2304.
Edison El. Lt. Co. v. Columbia Inc. L. Co., 56 Fed. 496: 880.
v. Equitable Life Assur. Soc. of U. S., 55 Fed. 478: 477, 649, 1182.
v. Mather Electric Co., 63 Fed. 559: 1327.

[References are to pages.]

Edison El. Lt. Co. v. Packard El. L. Co., 61 Fed. 1002: 442.
v. Sangerman El. Co., C. C. A., 53 Fed. 592: 898.
v. Sawyer-Man El. Co., C. C. A., 53 Fed. 592: 879.
v. U. S. El. L. Co., 44 Fed. 294, 300: 801, 1071, 1088, 1094, 1111, 1128.
v. U. S. El. L. Co., 45 Fed. 55, 59: 1061, 1094, 1111, 1553.
v. U. S. El. Light Co., 52 Fed. 300, 313: 350, 2565.
v. U. S. El. L. Co., C. C. A., 59 Fed. 501: 920, 2565.
v. U. S. El. Light Co., 3 C. C. A. 83: 350.
v. Westinghouse, 34 Fed. 232: 741.
v. Westinghouse El. & Mfg. Co., 54 Fed. 504: 919.
Edison El. Light & Power Co. v. Blomquist, 185 Fed. 615: 769.
Edison Phon. Co. v. Victor Talking Mach. Co., 120 Fed. 305: 534.
Edmiston v. Lyde, 1 Paige (N. Y.), 639, 19 Am. Dec. 454: 843.
Edmonson v. Barrel, 2 Cranch, C. C. 228: 1146.
v. Bloomshire, 7 Wall. 306, 311, 19 L. ed. 91, 92: 2471, 2480, 2570, 2574.
Edmunds v. Illinois C. R. Co., 80 Fed. 78: 1425.
Edna, The, 185 Fed. 206, 209: 1936, 1937.
Edrington v. Jefferson, 111 U. S. 770, 4 Sup. Ct. 683, 28 L. ed. 594: 1823, 1828, 2545.
Edsell v. D. Charlie Mark, C. C. A., 179 Fed. 292: 1064.
Edward Ellsworth Co., *Re*, 173 Fed. 699: 2073, 2096.
Edward Iless & Co., *Re*, 136 Fed. 988: 2140.
Edwards, *Re*, 156 Fed. 794: 2222.
Edwards v. Bates County, 55 Fed. 436: 56.
v. Bates County, 79 Fed. 56: 2566.
v. Bates County, 117 Fed. 526: 1171.
v. Bates County, 163 U. S. 269, 273, 16 Sup. Ct. 967, 41 L. ed. 155: 52, 56.
v. Bay State Gas Co., 91 Fed. 942: 942.
Edwards v. Bay State Gas Co., 120 Fed. 585: 842.
v. Bay State Gas Co., 177 Fed. 573: 1311.
v. Cunliffe, 1 Madd. 287: 1266.
v. Harvey, G. Cooper, 40: 1331.
v. Hill, C. C. A., 59 Fed. 723, 726: 154, 159.
v. Lowther, 24 W. R. 434: 353.
v. Mercantile Tr. Co., 124 Fed. 381, 391: 436, 482, 524, 556.
v. National Window Glass Jobbers Ass'n, 139 Fed. 795: 361.
v. U. S., 102 U. S. 575, 26 L. ed. 293: 2505.
Edwards Mfg. Co. v. Sprague, 76 Maine, 53: 1777.
Edwin v. Thomas, 1 Vern. 489: 1209.
Edwin Baxter, 32 Fed. 209: 1968.
Edwin Post, The, 6 Fed. 206: 2007.
E. E. Taenzer & Co. v. Chicago, R. I. & P. Ry. Co., C. C. A. 191 Fed. 543: 2572.
Effinger, *Re*, 184 Fed. 728: 2055, 2056, 2195, 2201, 2229.
Egan v. Chicago, M. & St. P. Ry. Co., 53 Fed. 675: 1814, 1833.
v. Southern Towing Co., 189 Fed. 543: 1942.
Egbert v. Citizens' Ins. Co. of Mo., 7 Fed. 47, 50: 1146, 1147, 1148.
Egerton v. Starin, 91 Fed. 932: 1919.
Eggert, *Re*, 98 Fed. 843: 2184.
Eggert, *Re*, C. C. A., 102 Fed. 735: 2184, 2282, 2285.
Egremont v. Cowell, 5 Beav. 620: 476.
Egremont Burial Board v. Egremont Iron Ore Co., 14 Ch. D. 158: 1125.
Ehmen v. City of Gothenburg, Neb., C. C. A., 200 Fed. 564: 1572.
Eibel Process Co. v. Remington-Martin Co., 197 Fed. 760: 1103.
Eidemiller, *Re*, 105 Fed. 595: 2047.
E. I. DuPont De Nemours Powder Co. v. Jones Bros., 260 Fed. 638: 1576.
Eighmy v. Poucher, 83 Fed. 855: 92.
Eight Hundred and Forty-one Tons of Ore, 25 Fed. 864: 1947.
Eillert v. Craps, 44 Fed. 164: 1148.

[References are to pages.]

Eilert v. Craps, 44 Fed. 792: 1134.
Einstein v. Georgia Southern & F. Ry. Co., 120 Fed. 1008: 103, 105, 107.
v. Schnebley, 89 Fed. 540: 781.
Eirich v. Donnelly C. Co., C. C. A., 105 Fed. 1: 583.
Eisele v. Oddie, 128 Fed. 941: 28, 128.
Eisenberg, *Re*, 148 Fed. 325: 2233.
Eisenmann v. Delama Gold Min. Co., 87 Fed. 248: 1856.
Ekin v. U. S., 142 U. S. 651, 35 L. ed. 1146: 1489, 1515, 1519, 2369.
Elby, *Re*, 157 Fed. 935: 2244, 2253.
E. L. Cain, The, 45 Fed. 367: 179.
Elder, *Re*, Fed. Cas. No. 4,326, 1 Sawy. 73: 2187.
Elder v. McClaskey C. C. A., 70 Fed. 529: 2432.
v. Whitesides, 72 Fed. 724: 871.
Eldred, *Re*, 155 Fed. 686: 2229.
v. Am. P. C. Co., 99 Fed. 168: 522.
Electric Goods Mfg. Co. v. Benjamin Electric Mfg. Co., 169 Fed. 832: 535.
v. Koltónski, 171 Fed. 550: 486, 488.
Electric Mfg. Co. v. Edison El. L. Co., C. C. A., 61 Fed. 834: 877.
Electric N. & M. T. Co., 75 Fed. 698: 869.
Electric Renovater Mfg. Co. v. Vacuum Cleaner Co., 189 Fed. 754: 897.
Electric Supply Co., *Re*, 175 Fed. 612: 177, 2072.
Electric Tel. Co. of Ireland, *Re*, 10 W. R. 4: 800.
Electric Vehicle Co. v. Barney, 143 Fed. 551: 637.
v. De Dietrich Import Co., 159 Fed. 492: 619.
Electrical Accum. Co. v. Brush El. Co., 44 Fed. 602, 607: 691, 765, 770, 1165.
Electrical Acc. Co. v. Julien El. Co., 38 Fed. 117: 1264.
Electrolibration Co. v. Jackson, 52 Fed. 773, 776: 351, 515, 528.
Elgin v. Marshall, 106 U. S. 578, 580, 27 L. ed. 249, 250: 23, 2440.
Elgin Nat. Watch Co. v. Illinois Watch Co., 179 U. S. 665, 21 Sup. Ct. 270, 45 L. ed. 365: 67, 542, 888.
Elgin W. P. & P. Co. v. Nichols, C. C. A., 65 Fed. 215: 83.
Elihu Thompson, The, 139 Fed. 89: 2007.
Elite Pottery Co. v. Decoco Co., C. C. A., 150 Fed. 581: 875.
Eliza Lines, The, 61 Fed. 308: 1967, 1975.
114 Fed. 307: 1972.
C. C. A., 132 Fed. 242: 1984.
Elizabeth, The, 114 Fed. 757: 1942.
Elizabeth v. Am. N. P. Co., 131 U. S. cxlviii, 24 L. ed. 1059: 2544.
v. Fitzgerald, C. C. A., 114 Fed. 547: 1554.
v. Pavement Co., 97 U. S. 126, 24 L. ed. 1000: 1225.
Elk Fork O. & G. Co. v. Foster, C. C. A., 99 Fed. 495: 990.
v. Foster, 90 Fed. 767: 990.
v. Jennings, 90 Fed. 767: 1041, 1326.
Elk Garden Co. v. T. W. Thayer Co., 179 Fed. 556: 32, 194.
Elkhart Nat. Bank v. Northwestern G. L. Co., 84 Fed. 76: 192, 449, 450.
Elkin v. Denver Engineering Works Co., C. C. A., 181 Fed. 684: 1566.
Elkind, *Re*, C. C. A., 175 Fed. 64: 2238.
Elkins v. Camden & Atlantic Railroad, 36 N. J. Eq. 5: 318.
v. Chicago, 119 Fed. 957: 70, 104.
v. Clarke, 21 W. R. 447: 1124.
v. Howell, 140 Fed 157: 1799.
Elkus, Petitioner, 216 U. S. 115: 2037.
Ellenwood v. Marietta Chair Co., 158 U. S. 105, 15 Sup. Ct. 771, 39 L. ed. 913: 195.
Ellerbee, *Re*, 198 Fed. 952: 2250.
Ellerman v. New Orleans, M. & T. R. Co., Fed. Cas. No. 4,382 (2 Woods, 120): 1789, 1885.
Elletson Co., *Re*, 174 Fed. 859: 2028.
Elletson Co., *Re*, 193 Fed. 84: 2193.
Ellice v. Goodson, 3 M. & C. 653: 728.
v. Roupell, 32 Beav. 299: 1114.

[References are to pages.]

Ellice v. Roupell, 32 Beav. 308: 1114, 1115.
v. Roupell, 9 Jur. (N. S.) 533: 1114.
Ellingwood v. Stevenson, 4 Sandf. Ch. (N. Y.) 366: 802.
Elliot v. Hayman, 2 Cranch, 678: 1143.
v. Sinclair, Jacob, 545: 1048.
v. Van Voorst, 3 Wall. Jr. 299: 365.
Elliott v. Gilmore, 145 Fed. 964: 1558.
v. Lawhead, 43 Ohio St. 171: 606.
v. Pell, 1 Paige (N. Y.) 263: 691, 1272.
v. Piersol, 1 Pet. 328, 335, 7 L. ed. 164, 168: 1412.
v. Sackett, 108 U. S. 132, 142, 27 L. ed. 678, 682: 320, 321, 2242.
v. Schuler, 50 Fed. 454: 1772.
v. Toeppner, 187 U. S. 327, 47 L. ed. 200, 23 Sup. Ct. 133: 2122, 2123, 2282, 2285, 2293, 2357, 2359.
v. Wiltz, 107 U. S. 711, 27 L. ed. 448: 390, 391.
Elliott & Hatch Book-Typewriter Co. v. Fisher Typewriter Co., 109 Fed. 330: 477.
Ellis, *Re*, C. C. A., 143 Fed. 103: 2204.
Ellis v. Atlantic & P. R. R. Co., 134 Mass. 338: 1848, 1851.
v. Colman, 25 Beav. 662: 514.
v. Commonwealth, 78 Ky. 130: 1705.
v. Davis, 109 U. S. 485, 27 L. ed. 1006: 161, 323, 330, 342, 1573.
v. Hays Saddlery & Leather Co., 65 Kan. 174, 8 Am. B. R. 109: 2095.
v. Jarvis, 3 Mason, 457: 1278.
v. Norton, 16 Fed. 4, 4 Woods, 399: 91, 92.
v. Rafferty, C. C. A., 199 Fed. 80: 1254.
v. Reynolds, 35 Fed. 394: 597.
v. Sisson, 11 Fed. 353 (11 Biss. 187): 1807.
Ellis Bros. Printing Co., *Re*, 156 Fed. 430: 2111, 2112.
Ellison v. Bernstein, 60 How. Pr. (N. Y.) 145: 1084.
v. Louisville & N. R. Co., 112 Fed. 805, 50 C. C. A. 530: 1867.
Elliott El. Co., *Re*, 196 Fed. 400: 2264.
Ellsworth v. Curtis, 10 Paige (N. Y.), 105: 688.
v. U. S., 14 Ct. Cl. 382: 2314.
Elmendorf v. Taylor, 10 Wheat. 152, 6 L. ed. 289: 439, 453, 1568.
Elmira Steel Co., *Re*, 109 Fed. 456: 2070.
Elmore v. Grymes, 1 Pet. 469, 7 L. ed. 224: 1554, 2425, 2556.
Elmwood v. Marcy, 92 U. S. 289, 23 L. ed. 710: 1197, 1568.
El Paso & Southwestern R. R. Co. v. Eichel, 226 U. S. 596, 57 L. ed. —: 2395, 2405.
El Paso Water Co. v. El Paso, 152 U. S. 157, 38 L. ed. 396: 47, 2442.
El. Protection Co. v. Am. Bank Protection Co., C. C. A., 184
Elson v. Waterford, 135 Fed. 247: Fed. 916: 2430.
1439, 1440.
El. Supply Co. v. Put-in-Bay W. L. & Ry. Co., 84 Fed. 740: 840, 991.
Elting v. U. S., 27 Ct. Cl. 158: 2332.
E. Luckenback, The, 19 Fed. 847: 1328.
El. Vehicle Co. v. Gallagher, 145 Fed. 394: 1340.
Elwell v. Bender, 79 Hun, (N. Y.) 243, 29 N. Y. Supp. 357: 1991.
v. Fosdick, 134 U. S. 500, 33 L. ed. 998: 420.
Ely v. Broughton, 2 Sim. & S. 188: 474.
v. VanKannel Revolving Door Co., (E. D. N. Y.) 184 Fed. 459: 1031, 1298, 1335.
Emack v. Kane, 34 Fed. 46: 329, 898.
Emanuel v. U. S., C. C. A., 196 Fed. 317: 1672.
Emblen, *Re*, 161 U. S. 52, 40 L. ed. 613: 1458.
Embrey v. Palmer, 107 U. S. 3, 27 L. ed. 346: 2517, 2518, 2555.
Emerson v. Davies, 3 Story, 768: 885.
v. Davies, 1 W. & M. 21: 1396.
Emerson Co. v. Nimocks, 88 Fed. 280: 633.
Emery v. Downing, 13 N. J. Eq. 59: 618.

[References are to pages.]

Emery v. Kipp, 154 Cal. 83, 19 L.R.A.(N.S.) 983, 129 Am. St. Rep. 141, 16 Ann. Cas. 792, 97 Pac. 17: 593.
Emery, Bird, Thayer Realty Co. v. U. S., 198 Fed. 242: 368.
Emma, *Ex parte*, 48 Fed. 211: 264.
Emma S. M. Co. v. Emma S. M. Co. of N. Y., 1 Fed. 39: 669.
v. Parks, 14 Blatchf. 411, 413: 1348.
Emmons v. Marbelite Plaster Co., 193 Fed. 181: 820.
v. National Mut. Bldg. & Loan Ass'n of New York, C. C. A., 135 Fed. 689: 496.
v. U. S., 48 Fed. 43: 2323.
v. U. S. 42 Fed. 26: 370.
v. United States, 189 Fed. 414: 2321.
Emmott v. Mitchell, 14 Sim. 432: 632.
E. M. Newton & Co., *Re*, C. C. A., 153 Fed. 841: 2107.
Emperor of Austria v. Day, 2 Giff. 628: 893, 1279.
v. Day, 3 De G., F. & J. 217: 893, 1279.
Empire, The, 19 Fed. 558: 1969, 1970.
Empire City Amusement Co. v. Wilton, 134 Fed. 132: 508.
Empire Cork Co., *Re*, 193 Fed. 225: 2178, 2179.
Empire C. & Tr. Co. v. Empire C. & M. Co., 150 U. S. 159, 37 L. ed. 1037: 445, 719.
Empire Distilling Co. v. McNulta, C. C. A., 77 Fed. 700: 1014.
Empire Min. Co. v. Propeller Tow-Boat Co., 108 Fed. 900: 1892, 1928.
Empire Rice Mill Co. v. K. & E. Neumond, 199 Fed. 800: 141.
Empire State Cattle Co. v. Atchison, T. & S. F. Ry. Co., C. C. A., 147 Fed. 457: 2475.
Empire State-Idaho Mining & Developing Co. v. Bunker Hill & S. Mining & Concentrating Co., C. C. A., 121 Fed. 973: 635, 671.
v. Henley, C. C. A., 136 Fed. 99: 2571, 2572.
v. Hanley, 198 U. S. 292, 49 L. ed. 1056: 2370.
v. Hanley, 205 U. S. 225, 51 L. ed. 779: 659, 2368, 2369.
Empire S. N. Co. v. American S. L. B. Co., C. C. A., 74 Fed. 864: 678.
Empire State Surety Co. v. Carroll County, C. C. A., 194 Fed. 593: 972, 974, 2517.
Empire Transp. Co. v. Richards, 88 Ill. 404: 1854.
Empire Trust Co. v. Egypt Ry. Co., 182 Fed. 100: 1234.
Employers' Liability Law, Missouri, Kansas & Texas Ry. Co. v. Wulf, 226 U. S. 570, 57 L. ed. —: 2375.
Employers' Teaming Co. v. Teamsters' Joint Council, 141 Fed. 679: 1363.
Empresa Maritima v. N. & S. Am. St. Nav. Co., 16 Fed. 502: 1967.
Emrich, *Re*, 101 Fed. 231: 2028, 2160.
Emsheimer v. New Orleans, 116 Fed. 893: 206.
v. New Orleans, 186 U. S. 33, 46 L. ed. 1042: 202, 2381.
Emslie, *Re*, C. C. A., 102 Fed. 292, 4 Am. B. R. 126: 2098, 2175.
Emulous, The, 1Gall. 563, 574, 8 Fed. Cas. No. 4,479: 22 Cyc. 1371: 1933.
Encyclopaedia Britanica Co. v. Werner Co., 138 Fed. 461: 1135, 1152.
Enders v. Lake Erie & W. R. Co., 101 Fed. 202, 203: 1822, 1823.
v. Supreme Lodge Knights and Ladies of Honor, 176 Fed. 832: 37, 1913.
Endlar, *Re*, C. C. A., 192 Fed. 762: 2176, 2214, 2282, 2293.
Endleman v. U. S., C. C. A., 86 Fed. 456, 30 C. C. A. 186: 1673.
Endner v. Greco, 3 Fed. 411: 1933.
Endowment & Ben. Ass'n v. Kansas, 120 U. S. 103, 30 L. ed. 593: 2403.
Endy v. Commercial Fire Ins. Co., 24 Fed. 657: 1837, 1846.
Enfield v. Hills, 2 Lev. 236, 238: 1464.
v. Jordan, 119 U. S. 680, 693, 30 L. ed. 523, 529: 1579, 2381.
Engel v. O'Malley, 219 U. S. 128, 55 L. ed. 128: 2395.
v. Scheuerman, 40 Ga. 206, 2 Am. Rep. 573: 854.

[References are to pages.]

England v. Downs, 6 Beav. 269: 1003.
v. Gebhardt, 112 U. S. 502, 505, 506, 28 L. ed. 811, 812: 2359, 2404, 2496.
Englehard-Hitchcock Co. v. Southern Banking Trust Co., 162 Fed. 690: 1253.
Engler v. Western Union Tel. Co., 69 Fed. 185: 1939.
Engles, *Re*, 146 U. S. 357, 36 L. ed. 1004: 1442.
English, *Re*, C. C. A., 127 Fed. 940: 177.
English v. Foxall, 2 Pet. 595, 7 L. ed. 531: 558.
v. Ross, 140 Fed. 630: 2175.
Ennis, *Re*, 183 Fed. 859: 815, 2233, 2235.
Ennis, *Re*, C. C. A., 198 Fed. 381: 1217.
Ennis & Stoppani, *Re*, 171 Fed. 755: 2254.
Enoch Morgan's Sons Co. v. Gibson, C. C. A., 122 Fed. 420: 1384.
Enos v. N. Y. & O. R. Co., 103 Fed. 47: 943.
Enriquez v. Enriquez, 222 U. S. 127, 56 L. ed. 124: 2391, 2444.
Ensign v. Pennsylvania, 227 U. S. 592: 2140.
Ensminger v. Powers, 108 U. S. 292, 27 L. ed. 732: 1404, 2492.
Enterprise, The, 196 Fed. 404: 1992.
3 Wall. Jr. 58: 1453.
Enterprise Mfg. Co. v. Sargent, 48 Fed. 453: 1367.
v. Snow, 67 Fed. 335: 1177.
Fed. 453: 1367.
Enterprise Sav. Ann's v. Zumstein, C. C. A., 67 Fed. 1000: 381.
Entrekin v. Chambers, 11 Kan. 368: 592.
Eperson v. State, 5 Lea (Tenn.) 291: 1708.
Ephraim v. Pac. Bank, 129 Cal. 589, 592: 1041, 1042.
Eppstein, *Re*, C. C. A., 17 L.R.A. (N.S.) 465, 156 Fed. 42: 2114.
Epstein, *Re*, 15 Am. B. R. 711: 2117.
Epstein v. U. S., C. C. A., 196 Fed. 351: 1192.
Equator M. & S. Co. v. Hall, 106 U. S. 86, 27 L. ed. 114: 1579, 1581.
Equitable Life Assur. Soc. v. Brown, 187 U. S. 308: 47 L. ed. 190: 2390.
v. Cuyler, 75 N. Y. 511, affirming 12 Hun, 247: 683.
v. Miller, C. C. A., 185 Fed. 98: 2161.
v. Patterson, 1 Fed. 126: 507.
v. Tolbert, C. C. A., 145 Fed. 338: 2511.
Erb v. Morasch, 177 U. S. 584, 44 L. ed. 897: 1007.
E. Regensberg & Sons v. Am. Exch. Cigar Co., 130 Fed. 549: 1197.
Erickson v. Hodges, C. C. A., 179 Fed. 177: 1510.
Erhart v. Boaro, 113 U. S. 537, 28 L. ed. 116: 328, 868.
Ericksson v. Grandfield, 193 Fed. 296: 1300.
Erie Belle, The, 20 Fed. 63: 1970.
Erie County Sav. Bank v. Schuster, 187 N. Y. 111: 500.
Erie Lumber Co., *Re*, 150 Fed. 817, 825: 2104, 2108, 2262, 2267, 2273.
Erie R. Co. v. Heath, 10 Blatchf. 214, Fed. Cas. No. 4,516: 1255.
v. Kennedy, C. C. A., 191 Fed. 332: 195, 721, 1598.
v. Purdy, 185 U. S. 148, 46 L. ed. 847: 2406.
v. Ramsey, 45 N. Y. 637: 853.
v. Schultz, C. C. A., 173 Fed. 759: 1555.
v. Stringer, 32 Ohio St. 468: 1763, 1890.
Erie & Western Transp. Co. v. Great Lakes Towing Co., 184 Fed. 349: 1965, 1968.
Erie Wringer Mfg. Co. v. National Wringer Co., 63 Fed. 248: 1344.
Erisman v. Pidcock, 62 How. Pr. (N. Y.) 327: 1884.
Erkel v. U. S., C. C. A., 169 Fed. 623: 1560.
Ernst v. Mechanics' & Metals Nat. Bank of New York, 200 Fed. 295: 2142, 2178, 2182, 2183.
Errington v. Aynesly (1788) 2 Bro. Ch. 341: 319.
Erskine v. Hohnbach, 14 Wall. 613, 20 L. ed. 745: 2548, 2555.
Erstein v. Rothschild, 22 Fed. 61, 64: 716, 732, 1426, 1429, 1440, 1533.

[References are to pages.]

Ervin v. Oregon Ry. & Nav. Co., 27 Fed. 625: 405, 406.
Erwin v. Benton, 120 Ky. 536, 27 Ky. Law Rep. 909, 87 S. W. 291, 9 Ann. Cas. 264: 1194.
v. Lowry, 7 How. 172, 12 L. ed. 655: 153, 154, 161, 2517.
v. U. S., 97 U. S. 392, 24 L. ed. 1065: 2321.
v. U. S., 2 L.R.A. 229, 37 Fed. 470: 490: 1100, 1307, 1308, 1309, 1312, 1615.
v. Walsh, 27 Fed. 579: 23.
Esdaile v. LaNauze, 1 Y. & C. 394: 863.
Eslava v. Mazange, 1 Woods, 623, 627: 801, 814, 815, 1087, 1089.
Essig v. Turner, 60 Wash. 175, 110 Pac. 998: 1656.
Estate of Chalmers, N. Y. L. J. of April 8, 1897: 1227.
Ester, The, 190 Fed. 216: 1940.
Esterbrook Co. v. Ahern, 31 N. J. Eq. 3: 827.
Esterly v. Rua, C. C. A., 122 Fed. 609: 2476.
Estates v. Belford, 22 Fed. 275: 581.
v. Gunter, 121 U. S. 183, 30 L. ed. 884: 42, 52, 2443.
Estho v. Lear, 7 Peters, 130, 8 L. ed. 632: 2541.
Estill County, Ky. v. Embry, C. C. A., Fed. 913: 1467, 1468.
Estis v. Trabue, 128 U. S. 225, 32 L. ed 437: 2448, 2450, 2455, 2464, 2508.
Ethel, The, C. C. A., 66 Fed. 340: 1952.
Ethelwold, The, 165 Fed. 806: 1977.
Etheredge v. U. S., C. C. A., 186 Fed. 434: 1674, 1675.
Etheridge v. Sperry, 139 U. S. 266, 277, 35 L. ed. 171, 176: 1576.
Ethier, *Re*, 118 Fed. 107: 1251.
E. T. Kenney Co., *Re*, 136 Fed. 451: 420.
Etna Coal & Iron Co. v. Marting Iron & Steel Co., C. C. A., 127 Fed. 32: 1240, 1245.
Etting v. Bank of U. S., 11 Wheat. 59, 75, 6 L. ed. 419, 422: 1599, 2540.
Etting v. Marxs Exr, 4 Fed. 673: 640, 646.
Eva D. Rose, The, C. C. A., 166 Fed. 101: 1277, 1286, 1338.
Evan v. Avon, 29 Beav. 144: 482, 513.
Evans, *Re*, 116 Fed. 909: 2223.
117 Fed. 574: 2275.
161 Fed. 590: 2054.
v. Charles Scribner's Sons, 58
v. Bacon, 90 Mass. 213: 1416.
Evans v. Bicknell, 6 Ves. 183: 484, L. ed. 898: 2465, 2519.
v. Brown, 109 U. S. 180, 27 Fed. 303: 594, 597, 601.
v. Coventry, 5 De G., M. & G. 911: 849, 942.
Dillingham, 43 Fed. 177, 180: 1819, 1823.
v. Durango Land & Coal Co., 80 Fed. 433, 25 C. C. A. 531: 87, 89.
v. Eaton, 3 Wheat. 454: 675, 676.
v. Evans, 1 Ves. Jr. 96: 1050.
v. Faxon, 10 Fed. 312 (11 Biss. 175): 1921.
v. Felton, 96 Fed. 176: 1783, 1784, 1803.
v. Freeman, 140 Fed. 419: 1608.
v. Freeman, 149 Fed. 1020: 1587, 1581.
v. Gee, 14 Pet. 1, 10 L. ed. 327: 2423.
v. Hettick, 7 Wheat. 453, 469, 5 L. ed. 496, 500: 674.
v. Jackson, 8 Sim. 217: 409.
v. Lancaster City St. Ry. Co., 64 Fed. 626: 1117, 1118.
v. Phillips, 4 Wheat. 73, 4 L. ed. 516: 2421, 2552.
v. Smith, 21 Fed. 1: 1814, 1821.
v. State, 54 Ark. 227, 15 S. W. 360: 1712.
v. State, 68 Ga. 826: 1712.
v. State Bank, 134 U. S. 330, 33 L. ed. 917: 2461, 2473.
v. State Nat. Bank, 19 Fed. 676: 1059.
v. State Nat. Bank, 134 U. S. 330, 33 L. ed. 917: 2508.
v. Stettnisch, 149 U. S. 605, 37 L. ed. 866: 1595, 2496.
v. Union Pac. Ry. Co., 58 Fed. 497: 1896.
v. U. S., 153 U. S. 584, 38 L. ed. 830: 1680.
Evans Lumber Co., *Re*, 176 Fed. 643: 2155, 2179.
Evansberg v. Insurance Stove, Range & Foundry Co., 168 Fed. 1001: 1785, 1846.

Evans-Snider-Buel Co. v. McCaskill, C. C. A., 101 Fed. 658: 2414.
Evansville Courier Co. v. United Press, 74 Fed. 918: 584.
Evenson v. Spaulding, C. C. A., 150 Fed. 517: 474, 1845.
Everest v. Buffalo Lubricating Oil Co., 31 Fed. 742: 1285.
Everett v. Independent School District, 102 Fed. 529: 145.
v. Independent School Dist. of Rock Rapids, 109 Fed. 697: 105, 335.
v. Judson, 228 U. S. 474: 2161.
v. Prythergch, 12 Sim. 363: 802.
Everhart v. Huntsville College, 120 U. S. 223, 30 L. ed. 623: 1289, 1925, 2541, 2566.
Evers v. Watson, 156 U. S. 527, 39 L. ed. 520: 101.
Evert, *Ex parte*, 1 Bond, 197: 22, 23, 1481.
Everts v. Agnes, 4 Wis. 343: 712.
Everybody's Grocery & Meat Market, *Re*, 173 Fed. 492: 2057.
Evey v. Mex. Cent. R. Co., C. C. A., 38 L.R.A. 387, 81 Fed. 294: 1570.
Evitt v. Price, 1 Sim. 483: 899.
E. V. Mundy, The, 22 Fed. 173: 1978.
Euclid Nat. Bank v. Union Trust & Deposit Co., C. C. A., 149 Fed. 975: 2278.
Euphrates, The, 8 Cranch, 385, 3 L. ed. 598: 2537.
Eureka, The, No. 32, 108 Fed. 672: 1995, 1996.
Eureka Anthacite Coal Co., *Re*, 197 Fed. 216: 2121.
Eureka & K. R. Co. v. California & N. Ry. Co., 103 Fed. 897: 1904.
Eureka L. & Y. C. Co. v. Superior Ct. of Yuba County, 116 U. S. 410, 418, 29 L. ed. 671: 1366.
Europe, The, C. C. A., 190 Fed. 475: 1328.
Eustis v. Bolles, 150 U. S. 361, 370, 37 L. ed. 1111, 1113: 2406.
v. Henrietta, 74 Fed. 577, 20 C. C. A., 537, 41 U. S. App. 182: 1911.
Ewald & Brainard, *Re*, 135 Fed. 168: 2228.
Ewers v. Weaver, 182 Fed. 713: 368.
Ewers Adm'r v. National Imp. Co., 63 Fed. 562: 1584, 1586.
Ewing v. Burnham, 74 Fed. 384: 1426, 1429.
v. City of St. Louis, 5 Wall. 413, 18 L. ed. 657: 339.
v. Howard, 7 Wall. 499, 19 L. ed. 293: 2547, 2555.
Excelsior Coal Co., *Re*, 136 Fed. 271: aff'd. C. C. A., 112 Fed. 724, 74 C. C. A. 56: 1287, 1298.
Excelsior Pebble Phosphate Co. v. Brown, 74 Fed. 321, 20 C. C. A. 428, 42 U. S. App. 55: 192, 519.
Excelsior W. P. Co. v. Allen, C. C. A., 104 Fed. 553: 412.
v. Pacific Bridge Co., 109 Fed. 497, 48 C. C. A. 349: 83.
v. Pacific Bridge Co., 185 U. S. 282, 287, 46 L. ed. 910, 913: 66, 83, 84, 1174, 2365, 2366.
v. Seattle, C. C. A., 117 Fed. 140: 2449.
Exchange, The, 7 Cranch, 116, 147: 366.
Exchange Mutual Life Ins. Co. v. Warsaw-Wilkinson Co., C. C. A., 185 Fed. 487: 2542, 2567.
Exchange Nat. Bank v. Third Nat. Bank, 112 U. S. 276, 28 L. ed. 722: 2540.
v. Wichita Cattle Co., 61 Fed. 190: 1128.
Expanded Metal Co. v. Bradford, 177 Fed. 604: 2479.
Exploration Mercantile Co. v. Pacific H. & S. Co., C. C. A., 177 Fed. 825: 2072, 2073, 2364, 2445, 2463.
Express Cases, 117 U. S. 1, 29 L. ed. 791: 1263.
Express Co. v. Kountze, id. 342, 19 L. ed. 457: 2547.
v. Railroad Co., 99 U. S. 191, 199, 25 L. ed. 319, 320: 319, 363, 438, 514.
Exton v. Turner, 2 Ch. Cas. 80: 1209.
Eyre v. Countess of Shaftsbury, 2 P. Wms. 102: 1264, 1265.
v. Higbee, 35 Barb. (N. Y.) 502: 847.
v. Moreing, W. N. 1844, 58: 702.
v. Potter, 15 How. 42, 56, 14 L. ed. 592: 489.
Eyry v. Hughes, 2 Ch. D. 148: 691.

[References are to pages.]

Eyster v. Gaff, 91 U. S. 521, 23 L. ed. 403: 763, 2038.
Ezeta, *Re*, 62 Fed. 972: 1637, 1638.

F.

Fabacher, *Re*, 193 Fed. 556: 2206, 2210, 2228.
Faber-Castell v. Faber, C. C. A., 145 Fed. 626: 1404.
Factors' & Tr. Ins. Co. v. Murphy, 111 U. S. 738, 28 L. ed. 582: 2154, 2298.
Fadley v. Baltimore & O. R. Co., C. C. A., 153 Fed. 514: 2425.
Fagan, *Re*, 140 Fed. 758: 2200.
2 Spr. 91: 1504.
Fagan v. Cullen, 28 Fed. 843: 1311.
Fahie v. Lindsay, 8 Oreg. 474: 566.
Fahy, *Re*, 116 Fed. 239: 2237.
Fair, *Re*, 100 Fed. 149: 1475, 1479.
Fairbanks v. Amoskeag Nat. Bank, 30 Fed. 602: 1464, 1465, 1466, 1472.
v. Amoskeag Nat. Bank, 32 Fed. 572: 2459, 2461.
v. Amoskeag Nat. Bank, 38 Fed. 630: 2233.
Fairbrother v. Prattent, 1 Daniel, 64: 567.
Fairchild v. Durand (New York), 8 Abb. Prac. 305: 101, 1791, 1811.
v. U. S., C. C. A., 146 Fed. 508: 1381.
Fairfax v. Fairfax, 5 Cranch, 19, 3 L. ed. 24: 2469.
Fairfield v. County of Gallatin, 100 U. S. 47, 25 L. ed. 544: 1198, 1568, 1569.
v. Great Falls Mfg. Co., 175 Fed. 305: 136.
v. U. S., C. C. A., 146 Fed. 508: 1360, 1383.
Fairfield Floral Co. v. Bradbury, 87 Fed. 415: 381, 899, 901.
Fairlamb, *Re*, 199 Fed. 278: 2197, 2199.
Fairview Flour, Spar & Lead Co. v. Utrich, C. C. A., 192 Fed. 894: 362, 951, 953, 1000.
Faison v. Hardy (North Carolina), 114 N. C. 429, 19 S. E. 701: 1805.
Faithful v. Hunt, 3 Anst. 751: 415.
Falcon, The, C. C. A., 177 Fed. 916: 181, 1056, 1978, 1982.
Falcon, The, Blatchf. Prize Cas. 52: 2011.
Falconer, *Re*, C. C. A., 119 Fed. 111: 2223.
Fales v. Chicago, M. & St. P. Ry. Co., 32 Fed. 673: 139, 190, 191.
Falk v. Curtis, 102 Fed. 967: 1433.
v. Curtis, C. C. A., 107 Fed. 126: 1433.
Fall v. Eastin, 215 U. S. 1, 54 L. ed. 65: 209.
v. Fall, 75 Neb. 404, 120, 113 N. W. 175: 209, 210.
Fall Brook Irrigation District v. Bradley, 164 U. S. 112, 41 L. ed. 369: 2370.
Fallon v. Railroad Co., 1 Dill. 121: 319, 850.
Fallowes v. Williamson, 11 Ves. 309: 736, 746.
Fallows v. Williamson, 11 Ves. 313: 402.
Falls City Shirt Mfg. Co., *Re*, 98 Fed. 592: 2197.
Falls of Keltie, The, 114 Fed. 357, 359: 1940, 1944, 1945.
Falls of Neuse Mfg. Co. v. Ga. Home Insurance Co., 26 Fed. 1: 1545, 1546.
Falls W. Mfg. Co. v. Broderick, 6 Fed. 654: 53.
Falter v. Reinhard, 104 Fed. 292, 294: 2146, 2147.
Family Laundry Co., *Re*, 193 Fed. 297: 2209.
Famous Clothing Co., *Re*, 179 Fed. 1015: 2111.
Fanning, *Re*, 155 Fed. 701: 2248.
Fanning v. Krapfl, 61 Iowa, 417, 420: 591, 593.
v. Kraft, 68 Iowa, 544, 14 N. W. 727, 16 N. W. 293, 26 N. W. 133: 593.
Fanny, The, 2 Low. 508: 1979.
Fanshawe v. Tracy, 4 Bliss, 490: 1632.
Farez, *Re*, 7 Blatchf. 345, 8 Fed. Cas. No. 4,645, 2 Abb. U. S. 364, 40 How. Pr. (N. Y.) 107: 1514, 1634, 1636, 1637, 1638.
Fargo v. Hart, 193 U. S. 490, 503, 48 L. ed. 761, 767: 326, 555.
v. Louisville, N. A. & C. Ry. Co., 6 Fed. 787: 141, 418.
McVicker, 55 Barbour, 437, 38 How. Pr. (N. Y.) 1: 1886.
v. South Eastern Ry. Co., 28 Fed. 906: 1283.
Farley, *Ex parte*, 40 Fed. 66: 1551.

[References are to pages.]

Farley, *Re*, 115 Fed. 359: 2264.
Farley v. Talbee, 55 Fed. 892: 947.
Farlow v. Lea, Fed. Cas. No. 4,649, 2 Cinn. Law Bull. 329: 121.
Farmer v. Calver Lithog. Co., 1 Flippin, 228, 233: 557, 885, 909.
v. Elstner, 33 Fed. 494: 884.
v. National Life Ass'n, 50 Fed. 829: 580, 583.
Farmers' Bank of Alexandria v. Hooff, 7 Pet. 168, 8 L. ed. 646: 2441.
Farmers' Bank of Cuba City, Wis. v. Wright, 158 Fed. 841: 443.
Farmers' L. & H. Co. v. Northern Pac. R. Co., 66 Fed. 169: 422.
Farmers' L. & Tr. Co., *Re*, 129 U. S. 206, 32 L. ed. 656: 994, 1258, 1462, 2428.
Farmers' L. & Tr. Co. v. Am. Waterworks Co., 107 Fed. 23: 961.
v. Bankers' & M. T. Co., 148 N. Y. 315: 1252.
v. Burbank Power & Water Co., 196 Fed. 539: 989.
v. Burlington & S. W. Ry. Co., 32 Fed. 805: 985.
v. Cape Fear & Y. Val. R. Co., 62 Fed. 675: 1023.
v. Cape Fear & Y. V. Ry. Co., 71 Fed. 38: 422, 823, 824.
v. Cape F. & Y. V. Ry. Co., 82 Fed. 344: 1242.
v. Central Park, N. & E. R. R. Co., 165 Fed. 503: 941.
v. Central Park, N. & E. R. R. Co., 175 Fed. 528: 730, 732.
v. Central R. Co. of Iowa, 2 Fed. 656: 1212.
v. Central R. Co. of Iowa, 7 Fed. 537: 1010, 1011, 1015.
v. Central R. R. of Iowa, 8 Fed. 60: 1034, 1035.
v. Central R. R. of Iowa, 17 Fed. 758: 1011, 1247.
v. Central R. Co. of Iowa, 2 McCrary, 181: 1010, 1011, 1015.
v. Centralia & C. R. Co., C. C. A., 96 Fed. 636: 990.
v. Chicago & A. Ry. Co., 44 Fed. 653, 658: 981, 1386.
v. Chicago & N. P. R. Co., 61 Fed. 543: 1268.
v. Chicago & N. P. R. Co., 68 Fed. 412: 826, 829, 843.
Farmers' L. & Tr. Co. v. Chicago & N. P. R. Co., C. C. A., 73 Fed. 314: 2468, 2472, 2479, 2480, 2481, 2504.
v. Chicago & N. P. R. Co., 118 Fed. 204: 1015.
v. Chicago, P. & S. W. R. Co., Fed. Cas. No. 4,665 (9 Biss. 133): 1788, 1820.
v. Chicago, etc., Ry. Co., 42 Fed. 6: 1009.
v. Denver, L. & G. R. Co., C. C. A., 126 Fed. 46: 553, 691, 1263.
v. Eaton, C. C. A., 114 Fed. 14: 986, 2495.
v. Grape Creek Coal Co., 16 L.R.A. 603, 50 Fed. 481: 988.
v. Green Bay & M. R. Co., 16 Fed. 100, 113: 1244, 1247, 1404.
10 Biss. 203: 1243, 1244, 1247.
v. Green Bay, W. & St. P. Ry. Co., 45 Fed. 664, 666, 667: 956, 964.
v. Houston & T. C. Ry. Co., 44 Fed. 115: 145, 593, 1243.
v. Iowa Water Co., 80 Fed. 467, 469: 1214.
v. Kansas City, W. & N. W. R. Co., 53 Fed. 182, 190, 191: 823, 956, 969.
v. Lake Street El. R. Co., 173 Ill. 439, 51 N. E. 55 (affirming 68 Ill. App. 666): 1853, 1854.
v. Lake Street El. R. R. Co., 177 U. S. 51, 44 L. ed. 667: 155, 164, 460.
v. Logansport, C. & S. W. Ry. Co., 4 Fed. 184: 980.
v. Longworth C. C. A., 76 Fed. 609: 2451.
v. Longworth, C. C. A., 103 Fed. 336: 964.
v. Louisville, New Albany & C. Ry. Co., 103 Fed. 110, 115: 808, 835, 1250.
v. McClure, C. C. A., 78 Fed. 211: 2449, 2471.
v. Meridian, 139 Fed. 673: 69.
v. Meridian Waterworks Co., 139 Fed. 661: 941.
v. Mo. I. & N. Ry. Co., 21 Fed. 264: 823.
v. Mo., I. & N. Ry. Co., 21 Fed. 264: 961.
v. Nestelle, C. C. A., 79 Fed. 748: 964.

[References are to pages.]

Farmers' L. & Tr. Co. v. N. Pac. R. Co., 25 L.R.A. 414, note, 4 Inters. Com. Rep. 774, note 60 Fed. 803: 871.
v. No. Pac. R. Co., 61 Fed. 546: 1024.
v. Nor. Pac. R. Co., 66 Fed. 169: 823, 824.
v. No. Pac. R. Co., 69 Fed. 871, 881: 947, 952, 953, 1037, 1055.
v. Northern Pac. Ry. Co., 72 Fed. 26, 30, 31: 180, 953, 955.
v. No. Pac. R. Co., 73 Fed. 26: 953.
v. N. P. R. Co., 76 Fed. 15: 783.
v. Northern Pac. R. Co., C. C. A., 79 Fed. 227: 964.
v. Northern Pac. R. R., U. S. C. C., S. D. N. Y., N. Y. L. J. May. 15, 1902: 954.
v. Oregon Pac. R. Co., 28 Oreg. 44: 1394.
v. Oregon Pac. R. Co., 40 Pac. 1089: 1394.
v. Postal Tel. Co., 55 Conn. 334, 3 Am. St. Rep. 53: 210, 658, 1261.
v. Postal Tel. Co., 11 Atl. 184: 210, 658, 1261.
v. Sioux Falls, 131 Fed. 890: 318.
v. Stuttgart & A. R. Co., 92 Fed. 246: 959, 963, 671.
v. Toledo & S. H. R. Co., 43 Fed. 223, 225: 843.
v. Toledo & S. H. R. Co., 54 Fed. 759, 772: 1579.
v. Toledo, A. A. & N. M. Ry. Co., 67 Fed. 49, 53: 521, 825, 826, 834, 1941.
v. Waterbury, C. C. A., 193 Fed. 44: 1028, 1029.
v. Winona S. W. Ry. Co., 59 Fed. 957: 941, 942, 1268.
Farmers' Mfg. Co. v. Spruks Mfg. Co., 119 Fed. 594: 405.
Farmers' & Merchants' Nat. Bank v. Glen Elder Bank, 46 Kan. 376, 26 Pac. 680: 795.
v. Schuster, 86 Fed. 161, 29 C. C. A. 649: 1789, 1824.
Farmers' & M. State Bank v. Armstrong, C. C. A., 49 Fed. 600: 2379, 2381.
Farmers' Nat. Bank v. Backus, 74 Minn. 264: 1042.
v. Backus, 77 N. W. R. 142: 1041.
v. McElhinney, 42 Fed. 801: 135.
Farmers' Supply Co., *Re*, 196 Fed. 990, Ala.: 2177.
Farmington v. Philsbury, 114 U. S. 138, 29 L. ed. 114: 1171.
Farni v. Tesson, 1 Black, 309, 17 L. ed. 67: 444.
Farnsworth v. Montana, 129 U. S. 104, 113, 32 L. ed. 616, 618: 1442.
v. Nevada Co. C. C. A., 102 Fed. 578: 2474.
Farr v. Hobe-Peters Land Co., C. C. A., 188 Fed. 10, reversing 170 Fed. 644: 200, 206, 344.
Farrar v. Bernheim, C. C. A., 75 Fed. 136: 1234.
v. Churchill, 135 U. S. 609, 34 L. ed. 246: 2459, 2473.
v. U. S., 3 Pet. 459, 7 L. ed. 741: 2515.
v. Wheeler, C. C. A., 145 Fed. 482: 2542.
Farrell v. O'Brien, 199 U. S. 89, 101, 50 L. ed. 101, 107: 59, 161, 323, 343, 1472, 2372, 2382, 2384, 2506.
v. O'Brien, 199 U. S. 89; 25 Sup. Ct. 727, 50 L. ed. 101: 1381.
Farwell v. Kerr, 28 Fed. 345: 1281.
Fashnacht v. Frank, 23 Wall. 416, 23 L. ed. 81: 1887, 1927.
Fassett, *Re*, 142 U. S. 479, 484, 35 L. ed. 1087, 1088: 1442, 1953.
Faulds v. Tilton, C. C. A., 192 Fed. 297: 1245.
Faulkner, *Re*, C. C. A., 161 Fed. 900: 2197, 2199.
Faulkner v. Deniel, 3 Hare, 199, 213: 453.
Faun, *Re*, 96 Fed. 592: 2255.
Favorite v. Cottrill, 62 Mo. App. 119: 405.
Fawkes v. Am. Motor Car Sales Co., 176 Fed. 1010: 584.
Faxon v. Mason, 87 Hun (N. Y.), 139: 813.
Fay v. Erie & K. R. R. Bank, Harring. (Mich.) 194: 1040.

[References are to pages.]

Fay v. Mason, 120 Fed. 506: 673.
Fayer-weather Will Cases, The, 118 Fed. 943: 2571.
Fayerweather v. Hamilton College, 103 Fed. 546: 632.
v. Ritch, 89 Fed. 385: 597.
v. Ritch, 195 U. S. 276, 49 L. ed. 193: 2370.
Fayette Title & Tr. Co. v. Maryland, P. & W. V. T. Co., 180 Fed. 928: 1836, 1854, 1885.
Fayetteville Wagon-Wood & Lumber Co., *Re*, 197 Fed. 180: 2154.
Fayolle v. Texas & Pac. Ry. Co., 124 U. S. 519, 31 L. ed. 533: 2503.
F. C. Latrobe, The, 28 Fed. 377: 1953.
F. D. Cummer & Son Co. v. Atlas Dryer Co., C. C. A., 193 Fed. 993: 879.
Featherstone v. Cooke, L. R. 16 Eq. 298: 943.
Fees Payable by Voluntary Bankrupts, *Re*, 95 Fed. 120: 2079.
Fechheimer v. Baum, 43 Fed. 719, 734: 1282, 1332, 1336.
v. Baum, 2 L.R.A. 153, 37 Fed. 167: 344, 940.
Fechteler et al. v. Palm Bros. & Co., C. C. A., 133 Fed. 462: 332.
Feder v. A. B. Fiedler & Sons, 116 Fed. 378: 197.
Federal Lumber Co., *Re*, 185 Fed. 926: 2071, 2072.
Federal Mining & Smelting Co. v. Bunker Hill & Sullivan Mining & Concentrating Co., 187 Fed. 474: 102, 432, 691.
Feibelman v. Edmunds (Texas), 69 Texas, 334, 6 S. W. 417: 1793, 1795.
v. Packard, 108 U. S. 14, 27 L. ed. 634: 2448.
v. Packard, 109 U. S. 421, 27 L. ed. 984: 56, 90.
Feidler v. Bartleson, C. C. A., 161 Fed. 30: 102, 116, 150.
Feige v. Babcock, 111 Mich. 538, 70 N. W. 7: 695.
Feil v. Wabash R. Co., 119 Fed. 490: 1292.
Feistel v. Kings College, 10 Beav. 491: 975.
Felch v. Travis, 92 Fed. 210: 35.
Feldser, *Re*, 134 Fed. 307, 14 Am. B. R. 216: 2116, 2117.
Feldstein, *Re*, 103 Fed. 269: 2140.
Re, C. C. A., 115 Fed. 259: 2248.
Felix v. Scharnweber, 125 U. S. 54, 31 L. ed. 687: 85.
Felker v. First Nat. Bank of Cincinnati, Ohio, C. C. A., 196 Fed. 200: 1562, 2474, 2476.
Fellerman, *Re*, 149 Fed. 244, 17 Am. B. R. 785: 1360, 1369, 2140.
Fellman v. Royal Ins. Co., C. C. A., 184 Fed. 577: 2542.
v. Royal Ins. Co., C. C. A., 185 Fed. 689: 1562, 2478.
Fellows v. Borden's Condensed Milk Co., 188 Fed. 863: 2564, 2565.
v. Freudenthal, C. C. A., 102 Fed. 731, 42 C. C. A., 607: 2267.
v. Hall, 4 McLean, 281: 619.
Felsenheld v. U. S., 186 U. S. 126, 46 L. ed. 1085: 238.
Felson, *Re*, 124 Fed. 288, 10 Am. B. R. 716: 2116, 2117.
Felson, *Re*, 139 Fed. 275: 2273, 2276.
Felt v. Puget Sound El. Ry., 175 Fed. 477: 1942
Felter, *Re*, 7 Fed. 904: 2196.
Felter v. Manville, 23 Kan. 191: 795.
Felton v. Ackerman, 61 Fed. 225: 1002.
v. Cincinnati, C. C. A., 95 Fed. 336: 961.
v. Spiro, C. C. A., 78 Fed. 576: 1584, 1588, 2556.
Felts v. Murphy, 201 U. S. 123, 50 L. ed. 689: 1477.
Fendall v. U. S., 12 Ct. Cl. 305: 2348.
Fenley v. Poor, C. C. A., 121 Fed. 739: 2189.
Fenn v. Holme, 21 How. 481, 16 L. ed 198: 336, 1422, 1423.
v. Holme, 21 How. 481, at p. 484, 16 L. ed. 198, 199: 337.
Fenner v. Evans, 1 T. R. 267: 1528.
Fennemore v. U. S., 3 Dall. 357, 360, all note, 1 L. ed. 634, 635: 1472.
Fenno v. Primrose, 116 Fed. 49: 332.
v. Primrose, C. C. A., 119 Fed. 801, 807: 1327, 1565.
Fenton v. Hughes, 7 Ves. 288, 289: 404, 406.

[References are to pages.]

Fenton v. Lumberman's Bank, Clarke Ch. (N. Y.) 360: 1019.
Fenton Met. Mfg. Co. v. Chase, 73 Fed. 831: 877.
Fenwick v. Sears, 1 Cranch, 259, 2 L. ed. 101: 360.
Fenwick Hall Co. v. Old Saybrook, 66 Fed. 389: 857, 918.
Ferez, *Re*, 7 Blatchf. 34: 1480, 1482.
Ferguson, *Re*, 95 Fed. 429: 2070, 2071.
v. Chicago, M. & St. P. Ry. Co., 63 Fed. 177: 1799.
v. Consolidated Rubber Tire Co., 169 Fed. 888: 206.
v. Dent, 15 Fed. 771, 772: 399, 400, 1290, 1292.
v. Dent, 29 Fed. 1: 2482.
v. Dent, 46 Fed. 88, 96: 1285, 1299, 1326, 2524.
v. Harwood, 7 Cranch, 408, 3 L. ed. 386: 1078.
v. Jones, 12 Wendell (N. Y.) 241: 801.
v. Ross, 3 L.R.A. 322, 38 Fed. 161: 110, 1768, 1911, 1912, 1925.
v. Wilson, L. R. 2 Ch. App. 77, 90: 405.
Ferguson Contracting Co., *Re*, C. C. A., 187 Fed. 940: 2106.
Ferguson Contracting Co. v. Manhattan Tr. Co., C. C. A., 118 Fed. 791: 731.
Ferrand v. Hamer, 4 M. & C. 143: 922.
Ferrelle, *Re*, 28 Fed. 878: 1634.
Ferrens, *Re*, 3 Ben. 445: 1507.
Ferreri, *Re*, 188 Fed. 675: 2207.
Ferrers v. Cherry, 1 Eq. Cas. Abr. 3, 4: 746.
Ferrett v. Atwill, 4 N. Y. Leg. Obs. 215: 1544.
Ferris v. Carver, 11 Cal. 175: 2397.
Ferriss v. Louis, 2 Tenn. Ch. 291: 592.
Ferry v. Godbe, 82 Fed. 141: 838.
v. King County, 141 U. S. 668, 35 L. ed. 895: 2396.
v. Town of Merrimack, 18 Fed. 657: 1837.
Ferry-Hallock Co. v. Herman, C. C. A., 178 Fed. 550: 935.
Fewlass v. Keesham, C. C. A., 88 Fed. 573, 576: 1608.
Fichera v. U. S., 9 Ct. Cl. 254: 2309.
Fichtel v. Barthel, 173 Fed. 489, 491: 527, 528, 531, 649.
Ficklin v. Tarver, 59 Ga. 263: 1829.
Fideliter, The, Fed. Cas. No. 4,755: 2013.
Fidelity, The, (Waite, C. J.), 16 Blatchf. 569: 1953.
Fidelity & Casualty Co. v. Hubbard, 117 Fed. 949: 1816.
Fidelity & Casualty Co. of New York v. Thompson, C. C. A., 11 L.R.A.(N.S.) 1069, 154 Fed. 484: 1556.
Fidelity & Deposit Co. v. Expanded Metal Co., 183 Fed. 568: 1338.
v. L. Bucki & Son Lumber Co., 189 U. S. 135, 47 L. ed. 744: 1577.
v. Moshier, 151 Fed. 806: 35.
v. U. S., 187 U. S. 315, 47 L. ed. 194: 265.
Fidelity & Deposit Co. of Maryland v. Expanded Metal Co., C. C. A., 182 Fed. 568: 2479.
v. Fidelity Trust Co., 143 Fed. 152: 408, 499.
Fidelity Ins. & Safe Deposit Co. v. Norfolk & W. Ry. Co., 114 Fed. 389: 864, 965.
v. Shenandoah Iron Co., 42 Fed. 372, 377: 974, 988, 989, 991, 1231, 1232.
Fidelity Ins. Trust & Safe Deposit Co. v. Dixon, C. C. A., 78 Fed. 205: 934.
v. Huntington, 117 U. S. 280, 6 Sup. Ct. 733, 29 L. ed. 898: 1804, 1806.
v. Norfolk & W. R. Co., 88 Fed. 815: 157, 1017.
v. Norfolk & W. R. Co., 90 Fed. 175: 965.
v. Roanoke Iron Co., 84 Fed. 752: 1236, 1249, 1251.
Fidelity T. Co. v. Gaskell, C. C. A., 195 Fed. 865, 874, 54 L. ed. 407: 2036, 2037, 2054, 2271.
v. Gill Car Co., 25 Fed. 737: 1780.
v. Robinson, C. C. A., 192 Fed. 562: 2288.
Fidelity Tr. & Guaranty Co. v. Fowler Water Co., 113 Fed. 560: 507.
Fidelity Tr. & Safe Dep. Co. v. Archer, C. C. A., 179 Fed. 32: 498.

[References are to pages.]

Fidelity Tr. & Safe Dep. Co. v. Mobile St. Ry. Co., 53 Fed. 850: 589, 590, 705, 821.
v. Roanoke Iron Co., 84 Fed. 744: 1392.
Fidelity Trust & Safety-Vault Co. v. Mobile St. Ry. Co., 55 Fed. 850: 836.
v. Newport News & M. V. Co., 70 Fed. 403: 1815, 1883.
Field, *Ex parte*, 5 Blatchf. 63: 1503, 1504.
Field v. Barber Asphalt Pav. Co., 117 Fed. 925: 40, 343.
v. Barber Asphalt Paving Co., 194 U. S. 618, 48 L. ed. 1142: 2370, 2415.
v. Camp, 193 Fed. 160: 160, 488, 506.
v. Clark, 143 U. S. 649, 679, 36 L. ed. 294, 305: 1073.
v. Hastings & Bradley Co., 65 Fed. 279: 480, 625.
v. Holland, 6 Cranch, 8, 3 L. ed. 136: 1058, 1203, 1204.
v. Lownsdale, Fed. Cas. No. 4,769 (Deady, 288): 1789, 1797, 1811, 1883.
v. Milton, 3 Cranch, 514, 2 L. ed. 516: 1470.
v. Schell, 4 Blatchf. 435: 1278.
v. Schieffelin, 7 J. Ch. (N. Y.) 250, 11 Am. Dec. 441: 691.
v. U. S., 9 Pet. 182, 9 L. ed. 94: 2541.
v. Western Life Indemnity Co., 166 Fed. 607: 502, 522.
v. Williams, 24 Fed. 513: 1827.
Fielder v. Collier, 13 Ga. 496: 795.
Fields v. Lamb, Fed. Cas. No. 4,775 (Deady, 430): 1789, 1811.
v. U. S., 205 U. S. 292, 51 L. ed. 807: 2392.
Fife v. Clayton, 13 Ves. 546: 556, 690.
Fife v. Whittell, 102 Fed. 537: 1833, 1839, 1846, 1847.
Fifth Nat. Bank v. Long, 7 Biss. 502: 365.
Fifty Thousand Feet of Timber, 2 Lowell (U. S.) 64, 9 Fed. Cas. No. 4,783: 1934.
Figh v. U. S., 3 Ct. Cl. 97: 2347.
Fikener v. Bott, (Ky.) 47 S. W. 251: 1004.
Filder v. London, B. & S. C. Ry. Co., 1 H. & M. 489: 849.
Filer v. Levy, 17 Fed. 609: 1772, 1779, 1915, 1923.
Filer & Stowell Co. v. Rainey, 120 Fed. 718: 597.
Files v. Brown, C. C. A., 124 Fed. 133: 2359.
v. Davis, 118 Fed. 465: 90.
Filhiol v. Maurice, 185 U. S. 108, 46 L. ed. 827: 78, 89.
v. Torney, 119 Fed. 974: 61, 62.
v. Torney, 194 U. S. 356, 48 L. ed. 1014: 62, 2367.
Filli v. D., L. & W. R. Co., 37 Fed. 65: 583.
Filmar, *Re*, C. C. A., 177 Fed. 170: 2055.
Filscole v. Lancaster, 70 Fed. 337: 1129, 1163.
Fin MacCool, The, C. C. A., 147 Fed. 123: 1981.
Finance Co. of Pa. v. Charleston, C. & S. C. R. Co., 45 Fed. 436: 1024.
v. Charleston C. & C. R. Co., 46 Fed. 508: 1017.
v. Charleston, C. & C. R. Co., 49 Fed. 693: 963.
v. Charleston C. & C. Co., 52 Fed. 526: 957, 967.
v. Charleston, C. & C. Ry. Co., 61 Fed. 369: 965.
v. Trenton & N. B. Ry. Co., 189 Fed. 282: 962, 963.
Finance Committee v. Warren, C. C. A., 82 Fed. 525: 1255, 1256.
Finch v. Finch, 2 Ves. Jr. 491, 493: 322, 1122.
v. Gallagher, 25 Abb. N. C. (N. Y.) 404: 12 N. Y. Supp. 487: 604.
v. Lord Winchelsea, 1 Eq. Cas. Abr. 2: 742, 743, 752.
Findlay v. Hinde, 1 Pet. 241, 244, 7 L. ed. 128, 130: 899, 1183.
Findley v. People, 1 Mich. 234: 1709.
Fingal v. Blake, 2 Molloy, 50: 938.
Fink, *Re*, 163 Fed. 135: 2211.
Fink v. Bay Shore Terminal Co., C. C. A., 144 Fed. 837: 823, 841.
v. Jetter, 38 Hun (N. Y.) 163: 791.
v. Patterson, 21 Fed. 602: 324, 325, 425.
Finkelstein, *Re*, 101 Fed. 418, 3 Am. B. R. 800: 2117.
Finklestein, *Re*, 192 Fed. 738: 2221, 2220.
Finley v. Aiken, 1 Grant's Cases (Pa.) 83: 889.

[References are to pages.]

Finn v. Hoyt, 52 Fed. 83: 1456.
v. U. S., 123 U. S. 227, 31 L. ed. 128: 2315, 2326.
Fireball Gas Tank & Illuminating Co. v. Commercial Acetylene Co., C. C. A., 198 Fed. 650: 876, 934.
Fire Ins. Ass'n v. Wickham, 128 U. S. 426, 32 L. ed. 503: 2381.
Firestone v. Harvey, C. C. A., 174 Fed. 574: 2250.
Firestone Tire & Rubber Co. v. Vehicle Equipment Co., 155 Fed. 676: 194.
First Littleton Bridge Corp. v. Con. R. L. Co., 71 Fed. 225: 1816.
First Nat. Bank, *Re*, C. C. A., 135 Fed. 62: 2280.
First Nat. Bank v. Barnum, 160 Fed. 245: 2047.
v. Bridgeport Tr. Co., 117 Fed. 969: 102, 110, 116, 1794.
v. Chapman, 173 U. S. 205, 43 L. ed. 669: 1055.
v. Chicago Title & Tr. Co., 198 U. S. 280, 49 L. ed. 1051, 25 Sup. Ct. 693: 2029, 2067, 2280, 2283.
v. City Council of Estherville, 215 U. S. 341, 54 L. ed. 223: 2397.
v. City Tr. S. D. & Surety Co., C. C. A., 114 Fed. 529: 322.
v. Connett, C. C. A., 142 Fed. 33: 2175.
v. Cunningham, 48 Fed. 510: 613.
v. Dull County, 74 Fed. 373: 204.
v. Ewing, 103 Fed. 168: 1248.
v. Forest, 40 Fed. 705: 83, 135.
v. Forest, 44 Fed. 246: 1144.
v. Hopkins, C. C. A., 199 Fed. 873: 2114.
v. Kidd, 20 Minn. 234: 1065, 1065.
v. Klug, 186 U. S. 202, 46 L. e. 1127: 2294, 2296, 2378.
v. Littlefield, 226 U. S. 110, 57 L. ed. —: 2544.
v. Merchants' Bank, 37 Fed. 657, 2 L.R.A. 469: 1814.
v. Peavey, 75 Fed. 154: 442.
v. Pragler, C. C. A., 91 Fed. 689: 1767, 1775, 1830.
v. Radford Tr. Co., 80 Fed. 569, 571, 573: 103.
v. Redick, 110 U. S. 224, 28 L. ed. 124: 1601, 1602.
First Nat. Bank v. Salem Capital Flour Mills Co., 31 Fed. 580 (12 Sawyer, 485, 496): 695, 1915.
v. Schedd, 121 U. S. 74, 30 L. ed. 877: 1236, 1237.
v. Smith, 6 Fed. 215: 120, 449.
v. Society for Savings, 80 Fed. 581, 25 C. C. A. 466: 96.
v. Staake, 202 U. S. 141, 50 L. ed. 967, affirming C. C. A., 133 Fed. 717: 2165.
v. State Nat. Bank, C. C. A., 131 Fed. 430, 433: 2282, 2492.
v. Turnbell, 16 Wall, 190, 21 L. ed. 296: 1776.
v. Woodrum, 86 Fed. 1004: 1395.
v. Wyoming Valley Ice Co., 136 Fed. 466: 2058.
First Nat. Bk. of Beaumont v. Eason, C. C. A., 149 Fed. 204: 2206.
First Nat. Bank of Belle Fourche, *Re*, C. C. A., 152 Fed. 64: 2040, 2084.
First Nat. Bank of Canyon, Texas v. Crowley, C. C. A., 183 Fed. 578: 207.
First Nat. Bank of Central City v. City of Port Townsend, Wash., C. C. A., 184 Fed. 574: 1463.
First National Bank of Chicago, *Ex parte*, C. C. A., 146 Fed. 742: 2568.
207 U. S. 61, 65, 52 L. ed. 103, 105: 2291, 2445, 2449, 2558, 2559, 2563, 2508.
First Nat. Bank of Council Bluffs, Iowa v. Moore, C. C. A., 148 Fed. 953: 1596.
First Nat. Bank of Denver v. Cunningham, 48 Fed. 510, 517: 613.
v. Klug, 186 U. S. 202, 46 L. ed. 1127: 2280.
First Nat. Bank of Garrett, Pa., v. A. E. Appleyard & Co., 138 Fed. 939: 1816.
First Nat. Bank of Houston v. Wells, Fargo & Co. C. C. A., 127 Fed. 818: 2545.
First Nat. Bank of Louisville, *Re*, C. C. A., 155 Fed. 100, 84 C. C. A. 16, 18 Am. Br. 766: 2175, 2279, 2284.

[References are to pages.]

First Nat. Bank of Manhattan v. King Wrought Iron Bridge Co., Fed. Cas. No. 4,803: 1804, 1888.
First Nat. Bank of Wausau v. Conway, 67 Wis. 210, 30 N. W. 215: 1890.
First Nat. Ins. Co. v. Salisbury, 130 Mass. 303: 822.
First State Bank of Corwith, Iowa, v. Haswell, C. C. A., 174 Fed. 209: 2081, 2084, 2085.
First Trust & Savings Bank v. Southern Indiana Ry. Co., 195 Fed. 330: 970, 972.
First Presbyterian Soc. of Green Bay v. Goodrich Transp. Co., 7 Fed. 257 (10 Biss. 312): 1795.
Firth Sterling Steel Co. v. Bethlehem Steel Co., 199 Fed. 353: 1061, 1097.
Fischer, *Re*, C. C. A., 175 Fed. 531: 2045, 2274, 2285.
Fischer v. Automobile Supply Mfg. Co., 199 Fed. 191: 789.
v. Dandistal, 9 Fed. 145: 1777.
v. Hayes, 6 Fed. 63: 76, 567, 710, 1365, 1367, 1368, 1371, 1372, 1375.
v. Hayes, 16 Fed. 469: 1230, 1231, 1232.
Fischer-Hansen v. Brooklyn Heights R. R. 173 N. Y. 492: 1334.
Fish v. Stoughton (New York), 2 Johns. Cas. 707: 131.
Fish Bros. Wagon Co., *Re*, C. C. A., 164 Fed. 553, Kan.: 2176.
Fishback v. W. U. Tel. Co., 161 U. S. 96, 40 L. ed. 630: 49.
Fishblatt v. Atlantic City, 174 Fed. 196: 1773.
Fishbrom v. Chicago, M. & St. P. Ry. Co., 137 U. S. 60, 34 L. ed. 585: 1580.
Fishburn v. Chicago, M. & St. P. Ry. Co., 137 U. S. 60, 34 L. ed. 585: 1588.
Fisher & Co., *Re*, 135 Fed. 223: 2128.
Fisher, *Re*, 193 Fed. 104: 2146.
Fisher v. Baker, 203 U. S. 174, 51 L. ed. 142: 1504.
v. Boody, 1 Curt. 206, 223: 489, 1282.
v. Cushman, C. C. A., 51 L.R.A. 292, 103 Fed. 860: 2160, 2162.
v. Cushman, C. C. A., 103 Fed. 860: 2059, 2283, 2284.
Fisher v. Hayes, 22 Fed. 92: 1213.
19 Blatchf. 26: 710.
v. Knight, C. C. A., 61 Fed. 491: 1560.
v. Lord, 6 West L. J. 137: 919.
v. Mee, 3 Meriv. 45: 1185.
v. Meyer, 10 Fed. 268: 1348.
v. Newark City Ice Co., C. C. A., 62 Fed. 569: 1564, 2542.
v. Newark City Ice Co., C. C. A., 76 Fed. 427: 1564.
v. Owen, L. R. Ch. D. 645: 784.
v. Perkins, 122 U. S. 522, 30 L. ed. 1192: 2401.
v. Shropshire, 147 U. S. 133, 145, 37 L. ed. 109: 115, 352, 345, 458.
v. Simon, C. C. A., 67 Fed. 387: 1394, 2432.
v. Rutherford, Baldwin, 188: 724, 736.
v. U. S., 1 Oklahoma, 252: 1670.
v. Yoder, 53 Fed. 565: 93, 1587.
v. Zollinger, C. C. A., 149 Fed. 54: 2178.
Fisheries Co. v. Lennen, C. C. A., 130 Fed. 533, 2nd Ct.: 2414.
Fisher's Estate, *Re*, 102 N. W. 797: 82.
Fishmongers' Co. v. East India Co., 1 Dick. 163: 865.
Fisk, *Ex parte*, 113 U. S. 713, 28 L. ed. 1117: 349, 1053, 1161, 1162, 1380, 1381, 1478, 1480, 1906.
Fisk v. Chicago, R. I. & P. R. Co. (New York), 53 Barb. 472: 101, 139.
v. Fisk (Louisiana), 4 Mart. (N. S.) 676: 1836.
v. Henarie, 32 Fed. 417, 142 U. S. 459, 35 L. ed. 1080: 1823.
v. Henarie, 35 Fed. 230 (13 Sawyer, 218): 1823.
v. Henarie, 142 U. S. 459, 12 Sup. Ct. 207, 35 L. ed. 1080: 1823, 1824, 1858.
v. Railroad Co., 10 Blatchf. 518: 861.
v. Union Pac. R. Co., Fed. Cas. No. 4,827 (6 Blatchf. 362): 65, 81, 1762, 1855, 1856, 1887, 1908.

[References are to pages.]

Fisk v. Union Pac. R. Co., Fed. Cas. No. 4,828 (8 Blatchf. 243): 65, 81, 1829.
v. Union Pac. R. Co., Fed. Cas. No. 4,829 (8 Blatchf. 299): 1897, 1900.
v. Union Pac. R. Co., 10 Blatchf. 518: 860.
Fisk & Robinson, *Re*, 185 Fed. 974: 2188, 2197, 2214.
Fitch v. Creighton, 24 How. (U. S.) 159, 16 L. ed. 596: 342, 344, 645, 1573.
v. Richardson, C. C. A., 147 Fed. 197: 2027, 2029, 2189, 2193, 2512.
v. Rochfort, 18 L. J. Ch. 458: 920.
v. Stanton Tp., C. C. A., 190 Fed. 310: 661.
Fitchburg R. Co. v. Nichols, C. C. A., 85 Fed. 869: 718, 2538.
Fitchel v. Barthel, 173 Fed. 489: 527.
Fitton, *Re*, 45 Fed. 471: 1482, 1516.
Fitton v. Earl of Macclesfield, 1 Ves. 287, 292: 1273.
Fitts v. McGhee, 172 U. S. 516, 529, 43 L. ed. 535, 541: 328, 390, 395, 861.
Fitzgerald, *Re*, 191 Fed. 95: 2191, 2203.
Fitzgerald v. Evans, C. C. A., 49 Fed. 426: 1056, 2446, 2497.
v. Fitzgerald & Mallory Const. Co., 44 Neb. 463, 62 N. W. 899: 1886.
v. Missouri Pac. Ry. Co., 45 Fed. 812: 58, 139, 1575, 1846, 1921.
Fitz Gerald v. Thompson, 222 U. S. 555, 56 L. ed. 314: 103.
Fitzgerald & M. C. Co. v. Fitzgerald, 137 U. S. 98, 105, 34 L. ed. 608, 611: 600, 604, 607, 612.
Fitzgibbon v. Greer Parish R. 9 C. L. 294: 1125.
Fitzpatrick v. Domingo, 14 Fed. 216: 744, 751.
v. Graham, C. C. A., 119 Fed. 353: 2448, 2450.
v. Graham, C. C. A., 122 Fed. 401: 1088.
v. U. S., 178 U. S. 304, 44 L. ed. 1078: 2370.
Fitz's Syndic. v. Hayden (Louisiana), 4 Mart. (N. S.) 653: 1855.
Fixen & Co., *Re*, 96 Fed. 748, 754: 2104, 2105, 2106, 2137.
Flack v. Holm, 1 J. & W. 405: 1046.
Flaherty, *Re*, 184 Fed. 962: 2160.
Flanders v. Seelye, 105 U. S. 718, 26 L. ed. 1217: 1351.
Flannelly v. Delaware & Hudson Co., 225 U. S. 597, 56 L. ed. 1221: 2382, 2426.
Flannigan v. Chapman & Dewey Land Co., C. C. A., 144 Fed. 371: 480.
Flash v. Conn, 109 U. S. 371, 27 L. ed. 966: 1570.
v. Dillon, 22 Fed. 1: 150, 1776, 1777.
v. Wilkerson, 22 Fed. 689: 344, 940.
Flatland, *Re*, C. C. A., 196 Fed. 310: 2285.
Fleet, Matter of, v. Yawger, 205 N. Y. 135: 2202.
Fleischer, *Re*, 151 Fed. 81, 18 Am. B. R. 197: 2136, 2137.
Fleischmann Co. v. Murray, 161 Fed. 162: 1574.
Fleitas v. Richardson, 147 U. S. 550, 37 L. ed. 276: 2257.
v. Richardson, 147 U. S. 538, 37 L. ed. 272: 346.
Fleming, *Ex parte*, 2 Wall. 759, 17 L. ed. 924: 1462.
Fleming v. Fire Ass'n of Philadelphia, 76 Ga. 678: 1824.
v. Soulter, 6 Wall. 747, 18 L. ed. 847: 1275.
Fletcher, *Ex parte*, 6 Ves. 427: 1022, 1023.
Fletcher, *Re*, 10 Am. B. R. 398: 2262.
Fletcher v. Bealey, 33 W. R. 745: 1271.
v. Burt, C. C. A., 126 Fed. 619: 1423, 1896, 1899.
v. Hamlet, 116 U. S. 408, 6 Sup. Ct. 426, 29 L. ed. 679: 1758, 1759, 1787, 1791, 1810, 1811, 1819.
v. Harney P. T. M. Co., 84 Fed. 555: 955.
v. Morey, 2 Story, 555, at p. 567: 337.
v. N. O. N. E. R. Co., 20 Fed. 345: 864.
v. Peck, 6 Cranch, 87, 3 L. ed. 162: 2505, 2538.
F. L. Grant Shoe Co. v. Laird, 212 U. S. 445, 53 L. ed. 591: 2060, 2191.
Flick, *Re*, 105 Fed. 503: 2196, 2211.

[References are to pages.]

Flickinger v. First Nat. Bank, C. C. A., 145 Fed. 162: 2287, 2474, 2477, 2479.
Flint v. Board of Com'rs, 5 Dill. 481: 1551.
v. Coffin, C. C. A., 176 Fed. 872: 1885.
v. Russell, 5 Dill. 151: 495.
Flint & P. M. R. Co. v. McPherson, C. C. A., 105 Fed. 210, 44 C. C. A., 449: 718.
Flippin, *Ex parte*, 94 U. S. 348, 24 L. ed. 194: 1450.
Flippin v. Kimball, C. C. A., 87 Fed. 258: 1014.
Floating Elevator Hezekiah Baldwin, The, 8 Ben. 556, 12 Fed. Cas. No. 6,449: 1934.
Florcken, *Re*, 107 Fed. 241: 2103.
v. Grover & Baker Sewing Mach. Co., 110 Mass. 70, 14 Am. Rep. 579: 101, 919.
v. Singer Mfg. Co., 8 Blatchf. C. C. 113: 445.
v. Singer Mfg. Co., 4 Fisher's Pat. Cas. 329: 445.
Flores v. U. S., 18 Ct. Cl. 352: 2349.
Florida v. Anderson, 91 U. S. 667, 23 L. ed. 290: 6, 1302.
v. Charlotte H. Ph. Co., C. C. A., 70 Fed. 883: 212, 2504.
v. Charlotte Harbor Phosphate Co., 74 Fed. 578, 20 C. C. A., 538, 41 U. S. App. 405: 61.
v. Furman, 180 U. S. 402, 45 L. ed. 596: 2369, 2371.
v. Georgia, 17 How. 478, 480, 523, 15 L. ed. 181, 195: 4, 385, 463, 828.
Florida Cent. & P. R. Co. v. Bell, C. C. A., 87 Fed. 369: 87.
v. Bell, 176 U. S. 321, 44 L. ed. 486: 62, 87, 1781, 2375.
v. Cutting, C. C. A., 68 Fed. 586: 2571.
v. Schutte, 103 U. S. 118, 26 L. ed. 327: 2572.
Florida Mhg. & Inv. Co. v. Finlayson, 74 Fed. 671: 783.
Flottbek, The, C. C. A., 118 Fed. 159: 1949, 1950.
Flour City Nat. Bank v. Wechselberg, 45 Fed. 547: 347.
Flour Inspectors v. Glover, 160 U. S. 170, 40 L. ed. 382: 2501.
Flournoy v. Lastrapes, 131 U. S. clxi, 25 L. ed. 406: 2547.
Flower v. Greenebaum, 50 Fed. 190: 2234.
v. MacGinniss, C. C. A., 112 Fed. 377: 1139.
Floyd v. Farnsworth, 12 Wkly. Notes, 500: 1344.
Floyd & Bohr Co., *Re*, 200 Fed. 1016: 2212.
Floyd, Crawford & Co., *Re*, 15 Am. B. R. 277: 2258.
Floyt v. Shenango Furnace Co., 186 Fed. 539: 1782.
F. L. & Tr. Co. v. Wateman, 106 U. S. 265, 27 L. ed. 115: 2443.
Flynn, *Re*, 134 Fed. 145: 2231.
Flynn v. Brooklyn C. R. Co., 158 N. Y. 493, 509: 523.
v. Des Moines & St. L. Ry. Co. (Iowa), 63 Iowa, 490, 19 N. W. 312: 1804.
v. Fidelity & Casualty Co., 145 Fed. 265: 1812, 1837, 1848, 1849.
F. Merwin, The, 10 Ben. 403: 1317.
F. M. & S. Q. Carlile, *Re*, 199 Fed. 612: 2031, 2182, 2184.
Fogarty, *Re*, 187 Fed. 773: 2273.
Fogarty v. Southern Pac. Co., 121 Fed. 941: 1820.
v. Southern Pac. Co., 123 Fed. 973: 1786, 1792, 1800, 1803, 1921.
Fogelman, *Re*, 188 Fed. 755: 2111.
Fogg v. Blair, 139 U. S. 118, 127, 35 L. ed. 104, 107: 1178.
v. Fisk, 19 Fed. 235: 1904.
v. St. Louis, H. & K. R. Co., 17 Fed. 871, 873: 646, 647.
Fok Yung Yo v. U. S., 185 U. S. 296, 46 L. ed. 917: 1488.
Foley, *Re*, 76 Fed. 390: 1771, 1772, 1897.
Re, 80 Fed. 949: 1771, 1772, 1797.
Re, 140 Fed. 300: 2067.
Foley v. Grand Hotel Co., C. C. A., 121 Fed. 509: 827.
v. Guaranty Tr. & S. D. Co., C. C. A., 74 Fed. 759: 1237.
v. Hartley, 72 Fed. 570: 636, 1771.
Folger v. Putnam, C. C. A., 194 Fed. 793: 2069, 2174.
v. Robert G. Shaw Co., 2 W. & M. 531, Fed. Cas. No. 4,899: 1971.
Folkstad, *Re*, 199 Fed. 363: 2058.
Folland v. Lamotte, 10 Sim. 486: 802.

[References are to pages.]

Follansbee v. Ballard Pav. Co., 154 U. S. 651, and 25 L. ed. 802: 2433.
Follett v. Tillinghast, 82 Fed. 241: 93.
Foll's Appeal, 91 Pa. St. 434, 438, 36 Am. Rep. 671: 318, 898.
Folmina, The, C. C. A., 173 Fed. 615: 2563.
Folsom v. Ballard, C. C. A., 70 Fed. 12: 323.
v. Continental Nat. Bank, 14 Fed. 497, 4 Woods, 521: 1802.
v. Marsh, 2 Story, 100, 109, 110: 847, 884.
Fom, *Ex parte*, v. Fong, 108 U. S. 556, 27 L. ed. 826: 1519.
Fonda, *Ex parte*, 117 U. S. 516, 29 L. ed. 994: 1510.
Fong Yue Ting v. U. S., 149 U. S. 698, 37 L. ed. 905: 1489.
Fonotipia Limited v. Bradley, 171 Fed. 951: 410.
Fontain v. Ravenel, 17 How. 369, at p. 391, 15 L. ed. 80, 89: 337.
Foot v. Buchanan, 113 Fed. 156: 1098.
Foote v. Emmons, 2 How. Pr. (N. Y.) 89: 800.
v. Parsons Non-Skid Co., C. C. A., 196 Fed. 951: 936.
Forbes, *Re*, 128 Fed. 137, 11 Am. B. R. 787, 791: 2055, 2056, 2057.
Forbes v. Memphis El. P. & Pac. Ry. Co., 2 Woods 323, Fed. Cas. No. 4,926: 424, 701, 821, 822, 825, 826, 842, 843.
v. State Council, 216 U. S. 396, 54 L. ed. 534: 2405.
Ford v. Charles E. Blaney Amusement Co., 148 Fed. 642, 645: 512, 513, 514, 546, 547.
v. Douglas, 5 How. 143, 165, 12 L. ed. 89, 99: 690, 691, 786.
v. Louisville, N. O. & T. Ry. Co., 45 Fed. 210: 1326.
v. State (Tex. Cr. App. 1900), 56 S. W. 918: 1712.
v. Taylor, 140 Fed. 356: 912.
v. U. S., 18 Ct. Cl. 62, 70: 2349.
Fordyce v. Kansas City & N. Connecting R. Co., 145 Fed. 566: 959, 962, 965.
Fordyce v. Omaha, K. C. & E. R. R., 145 Fed. 544: 957, 959, 961, 962, 990.
v. Peper, 16 Fed. 516, 5 McCrary, 221: 114.
v. Witters (Texas), 20 S. W. 266: 1011.
Fore River Shipbuilding Co. v. Hagg, 219 U. S. 175: 2363, 2549.
Forehand v. U. S., 23 Ct. Cl. 477, 482: 2323.
Forest Oil Co. v. Crawford, 101 Fed. 849, 42 C. C. A. 54: 100, 1900.
Forest Products Co. v. Russell, 161 Fed. 1004: 1574.
Forgay v. Conrad, 6 How. 201, 205, 12 L. ed. 404, 406: 816, 1257, 1258, 1259, 2431, 2450.
Fornanses v. Melsing, C. C. A., 106 Fed. 775: 1259.
Forncrook Mfg. Co. v. Barnum Wire & I. Works, 54 Mich. 552, 20 N. W. 582: 1883, 1886.
Forrester v. B. & M., etc., Co., 21 Mont. 544, 565: 516.
v. Boston, etc., Co., 29 Mont. 397, 74 Pac. 1088: 1332.
v. Manchester, S. & L. Ry. Co., 4 De G., F. & J. 126: 849.
Forsyth, *Re*, 78 Fed. 296: 1453.
Forsyth v. Hammond, 166 U. S. 506, 41 L. ed. 1095: 1575, 2382.
v. Pierson, 9 Fed. 801: 574, 598, 600.
v. Vehmeyer, 177 U. S. 177, 44 L. ed. 723: 2253, 2298.
Forsyth Mfg. Co. v. Putnam, Hooker & Co., 139 Fed. 1007: 1798.
Forsythe v. Kimball, 91 U. S. 291, 23 L. ed. 352: 1571.
Fort Scott v. Hickman, 112 U. S. 150, 28 L. ed. 636: 2542.
Fortunato, *Re*, 123 Fed. 622: 1359.
3 Wheat. 236, 4 L. ed. 379: 2537.
Fortuna, The, 3 Wheat. 236, 4 L. ed. 379: 2537.
Forum Romanum: Seton on Decrees (4th ed.), 2: 2427.
Fosdick v. Car Co., 99 U. S. 256, 25 L. ed. 344: 957, 963, 964.
v. Schall, 99 U. S. 235, 255, 25 L. ed. 339, 343: 553, 956, 957, 963, 964, 969.
Fosha v. W. U. Tel. Co., 114 Fed. 701: 196, 611.

[References are to pages.]

Foss, *Re*, 147 Fed. 790: 2131.
Foss v. First Nat. Bank, 3 Fed. 185, 1 McCrary, 474: 109.
Foster, *Re*, 181 Fed. 703: 2154, 2155.
Re, 186 Fed. 254: 2250.
Foster, Matter of, 15 Hun (N. Y.) 387: 807.
Foster v. Abingdon, 88 Fed. 604: 496, 519.
v. Chesapeake & N. R. Co., 47 Fed. 369: 1804, 1805.
v. Cleveland, C. C. & St. L. Ry. Co., 56 Fed. 434: 133, 1432.
v. Coos Bay Gas & El. Co., 185 Fed. 979: 1785, 1786, 1916, 1918.
v. Curtis, 121 App. Div. (N. Y.) 689: 793.
v. Deacon, Mad. & Geld. 59: 763.
v. Goddard, 1 Black, 506, 509, 17 L. ed. 228, 229: 1232.
v. Kansas, 112 U. S. 201, 28 L. ed. 629: 1526, 2484.
v. Lebanon Springs R. Co., 100 Fed. 543: 156.
v. Lindsay, 3 Dill. 126, 131: 681, 691, 1271.
v. Mansfield, C. & L. M. R. Co., 36 Fed. 627: 143.
v. Mansfield C. & L. M. R. Co., 146 U. S. 88, 36 L. ed. 890: 143.
v. Moore, 1 Curt. 279: 912.
v. Paragould S. E. R. Co., 74 Fed. 273: 1837, 1842.
v. People, 18 Mich. 266, 271: 1095.
v. Rochester, S. D. N. Y., Jan'y. 1912: 1422.
v. State, 39 Ala. 229: 1712.
v. Swasey, 2 W. & M. 217: 1340.
v. Townshend, 68 N. Y. 203, 208: 1001.
v. U. S., C. C. A., 178 Fed. 165: 1062.
v. U. S., C. C. A., 188 Fed. 305; reversing 183 Fed. 626: 1734.
v. Vassal, 3 Atk. 589, 590: 635, 637.
v. Vocke, 60 Fed. 745: 314.
Foster-Eddy v. Baker, 192 Fed. 624: 1571.
Fougere v. Jones, 66 Fed. 316: 1202.
Foulk v. Gray, 120 Fed. 156, 160, 18 Cong. Rec. 2724: 1751.
Fountain v. 624 Pieces of Timber, 140 Fed. 381: 170.
Fourgeres v. Murbarger, 44 Fed. 292: 329, 535, 898.
Fournier v. Pike, 128 Fed. 991: 1557.
Fourniquet v. Perkins, 7 How. 160, 12 L. ed. 650: 2027.
v. Perkins, 16 How. 82: 1196, 1196.
Four Hundred and Forty-three Cans of Frozen Egg Product v. U. S., 226 U. S. 172, 57 L. ed. —: 2018, 2019, 2375.
4885 Bags of Linseed, *Re*, 1 Black, 108, 17 L. ed. 35: 1935.
Fourth Nat. Bank v. Francklyn, 120 U. S. 747, 751, 30 L. ed. 825, 827: 347, 1053, 2550.
v. Stout, 113 U. S. 684, 28 L. ed. 1152: 2444.
Fourth St. Nat. Bank v. Millbourne Mills Co's Trustee, C. C. A., 172 Fed. 177, Pa.: 2176.
Fox v. American Casualty Ins. & Security Co. (Pennsylvania), 12 Pa. Co. Ct. R. 207, 2 Pa. Dist. R. 158: 133, 139.
v. Blew, 5 Madd. 147: 1340.
v. Knickerbocker Engraving Co., C. C. A., 165 Fed. 442: 677.
v. Mackay, 60 Fed. 4: 112, 1796.
v. Southern Ry. Co., 80 Fed. 945: 1813, 1817, 1830, 1831.
v. Suwerkrop, 1 Beav. 583: 357.
Foxhever v. Order of the Red Cross, 2 Ohio C. C. (N. S.) 394: 2161.
Foxwell v. Webster, 10 Jur. (N. S.) 137: 504.
Foye, *Re*, 21 Wash. 250, 57 Pac. 825: 1645.
Fowle v. Lawrason, 5 Pet. 494, 502, 8 L. ed. 204, 206: 332.
v. Park, 48 Fed. 789: 2233.
v. Spear, 7 Penn. L. J. 176: 888.
Fowler, *Re*, 4 Fed. 303: 1483.
Fowler v. Equitable Tr. Co., 141 U. S. 384, 35 L. ed. 786: 1295.
v. Hamill, 139 U. S. 549, 35 L. ed. 266: 1258, 2430, 2432, 2459.
v. Jarvis-Conklin M. Tr. Co., 64 Fed. 279: 824, 825.

[References are to pages.]

Fowler v. Jarvis Conklin Co., 118 Fed. 1022: 1216.
v. Lindsey, 3 Dall. 411, 1 L. ed. 658: 1469.
v. Merrill, 11 How. 375, 13 L. ed. 736: 1137, 1140, 1142, 1146, 1153, 1154, 1155, 1156, 1157.
v. New York, C. C. A., 122 Fed. 747: 1179.
v. Osgood, 4 L.R.A.(N.S.) 824, 111 Fed. 20: 362.
v. Palmer, C. C. A., 160 Fed. 1: 502.
v. Wyatt, 24 Beav. 232: 1264.
Fowler State Bank, of Fowler, Kan. v. White, C. C. A., 198 Fed. 631: 2183.
F. & P. M. No. 2, The, 33 Fed. 511: 1934.
Fraenkl v. Cerecedo, 216 U. S. 295, 54 L. ed. 486: 1404.
Frame v. Portland Gold Min. Co., C. C. A., 108 Fed. 750: 2467, 2478.
France v. Dutton, 2 Q. B. 208: 561, 561.
Frances, The, 8 Cranch, 348, 3 L. ed. 585: 2538.
Francesco, The, 118 Fed. 112: 1288.
Francis, *Re*, 136 Fed. 912: 1020, 2103.
Francis v. Flinn, 118 U. S. 385, 30 L. ed. 165: 329, 872, 898.
v. Howard County, 50 Fed. 44: 1578.
v. McNeal, C. C. A., 170 Fed. 445.
v. McNeal, C. C. A., 186 Fed. 481: 2053, 2054, 2055.
v. McNeil, 228 U. S. 695: 2051.
Francis' Case, 11 Ct. Cl. 638: 2323.
Francis-Valentine Co., *Re*, 93 Fed. 953: 2211.
Francis-Valentine Co., *Re*, 94 Fed. 793, 2 Am. B. R. 522: 2025, 2026, 2112, 2211.
Francisco v. Chicago & A. R. Co., C. C. A., 149 Fed. 354: 1424, 1554.
v. Manhattan Ins. Co., 36 Cal. 283: 1888.
Franco v. Bolton, 3 Ves. 368: 1122.
v. Franco, 3 Ves. 76: 420.
Frank, *Re*, 107 Fed. 272: 1637.
Frank, *Re*, C. C. A., 182 Fed. 794: 2114, 2115, 2285.
Frank v. Bernard, C. C. A., 185 Fed. 812: 1384.
Frank v. Butler County, C. C. A., 139 Fed. 119: 1453.
v. Chetwood, Fed. Cas. No. 5,051: 1897.
v. Denver & R. G. Ry. Co., 23 Fed. 123: 775, 963, 964, 994, 1021.
v. Dickey, C. C. A., 139 Fed. 744: 2275.
v. Leopold & Feron Co., 169 Fed. 922: 92, 146, 171, 1895.
v. Michigan Paper Co., C. C. A., 30 L.R.A.(N.S.) 623, 179 Fed. 776: 2254.
v. Union Cent. L. I. Co., 130 Fed. 224: 732.
v. U. S., C. C. A., 192 Fed. 864: 1731, 1752, 1559.
v. Vollkommer, 205 U. S. 521, 51 L. ed. 911: 153, 2038, 2176.
v. Wedderin, C. C. A., 68 Fed. 818: 608.
Frank C. Barker, The, 19 Fed. 332: 2007.
Frank Waterhouse & Co. v. Dodge, C. C. A., 162 Fed. 1:. 439.
Frankfort, *Re*, 144 Fed. 721, 15 Am. B. R. 210: 2116, 2117.
Frankel, *Re*, (S. D. N. Y.) 184 Fed. 539: 2118.
Frankle v. Jackson, 30 Fed. 398: 995.
Franklin, *Re*, 106 Fed. 666: 2226.
Franklin v. Hersch, 3 Tenn. Ch. 467: 1185.
v. U. S., C. C. A., 193 Fed. 334: 1717.
v. U. S., 216 U. S. 559, 54 L. ed. 615: 1617, 2372.
v. Wolf, 78 Ga. 446, 3 S. E. 696: 1765, 1825.
Franklin County v. Furry, C. C. A., 144 Fed. 663: 1594.
Franklin Lumber Co., *Re*, 147 Fed. 852: 2177.
187 Fed. 281, Pa.: 2177.
Franklin Savings Bank v. Taylor, C. C. A., 53 Fed. 854: 1405.
Franklin Suit & Skirt Co., *Re*, 197 Fed. 591: 2112.
Franklin Syndicate, *Re*, 101 Fed. 402: 2135.
Franklin Telegraph Co. v. Harrison, 145 U. S. 459, 12 Sup. Ct. Rep. 900, 36 L. ed. 776: 319, 333.

[References are to pages.]

Franklin Tr. Co. v. State of New Jersey, C. C. A., 181 Fed. 769: 963.
Frasch, *Ex parte*, 192 U. S. 566, 48 L. ed. 564: 1461.
Frasch v. Moore, 211 U. S. 1, 53 L. ed. 65: 2386, 2391, 2431.
Fraser v. Barrie, 105 Fed. 787: 189.
v. Jennison, 106 U. S. 191, 1 Sup. Ct. 171, 27 L. ed. 131: 1790, 1806.
v. Whalley, 2 Hem. & M. 10: 919.
Frawley v. Pennsylvania Cas. Co., 124 Fed. 259: 583.
Frayser v. Russell, 3 Hughes, 227: 895.
Frazer, *Re*, Fed. Cas. No. 5,068 (C. C. under Michigan statute): 1771, 1825.
Frazer Lubricator Co. v. Frazer, 123 Fed. 305: 99, 118.
Frazier v. Southern Loan & Tr. Co., C. C. A., 99 Fed. 707: 2040, 2166.
Frazin & Oppenheim, *Re*, C. C. A., 181 Fed. 307: 2153, 2157.
Frear, *Re*, 120 Fed. 978: 2231, 2232.
Frearson v. Loe, L. R. 9 Ch. D. 48: 894.
Fred Macey Co. v. Macey, 135 Fed. 725, 68 C. C. A. 363: 141, 1838.
Fred M. Lawrence, The, 88 Fed 910: 1958.
Frederich, *Ex parte*, 149 U. S. 70, 37 L. ed. 653: 1510.
Frederick L. Grant Shoe Co., *Re*, C. C. A., 130 Fed. 881, 12 Am. B. R. 349: 2060, 2357.
Frederic L. Grant Shoe Co. v. W. M. Laird Co., 203 U. S. 502, 51 L. ed. 292: 2282, 2296.
Free v. Western Union Tel. Co., 122 Fed. 309: 1917, 1922.
v. W. U. Tel. Co., 122 Fed. 309: 1783.
Free Trader, The, 1 Brown, Adm. 72: 1316.
Freeborn v. Smith, 2 Wall. 160, 17 L. ed. 922: 2553, 2555.
Freedmen's S. & Tr. Co. v. Shepherd, 127 U. S. 494, 32 L. ed. 163: 2322.
Freeman v. Am. Surety Co., 116 Fed. 548: 195.
v. Butler, 39 Fed. 1: 1765, 1839, 1847, 1892, 1906.
Freeman v. Clay, C. C. A., 48 Fed. 849: 2468, 2480, 2510.
v. Clay, C. C. A., 52 Fed. 1: 1402.
v. Holmead, 5 Cranch, C. C. 162: 1138.
v. Howe, 24 How. 450, 16 L. ed. 749: 143, 151, 169, 171, 172, 466.
v. Pontrell, Chan. Cal. XIII: 333.
v. Warren, 3 Barb. Ch. (N. Y.) 635: 619.
Frees v. John Shields Const. Co., 145 Fed. 1020: 1001.
Freirichs v. U. S., 21 Ct. Cl. 16: 2352.
Frelinghuysen v. Baldwin, 19 Fed. 49: 1862, 1866.
v. Key, 110 U. S. 63, 28 L. ed. 71: 1458.
Fremont v. Merced M. Co., 1 McAll. 267: 903.
French, *Ex parte*, 100 U. S. 1, 25 L. ed. 529: 2484.
17 How. 275, 15 L. ed. 101: 2484.
French, *Re*, 181 Fed. 583: 2195, 2198, 2231.
French v. Brewer, 3 Wall. Jr. 346: 911.
v. Busch, 189 Fed. 480: 997.
v. Dear, 5 Ves. 547: 562.
v. Gapen, 105 U. S. 509, 525, 26 L. ed. 951, 956: 821, 834, 836, 838, 841.
v. Hay, 22 Wall. 250, 22 L. ed. 857: 859, 1815, 1887, 1908, 1912.
v. Roe, 13 Ves. 593: 590.
v. R. P. Smith & Sons, 81 Minn. 341: 2185.
v. Shoemaker, 12 Wall. 86, 20 L. ed. 270: 1258, 2428, 2430.
v. Shoemaker, 14 Wall. 314, 335, 20 L. ed. 852, 857: 445, 489, 631.
v. Stewart, 22 Wall. 238, 22 L. ed. 854: 618.
Frerichs v. Coster, 22 Fed. 637: 1351, 1352.
Fretts v. Shriver, 181 Fed. 279: 1572.
Fretz v. Stover, 22 Wall. 198, 204, 22 L. ed. 769, 770: 710, 755, 2548.
Freund, *Re*, 98 Fed. 81: 2246.

[References are to pages.]

Freund v. Paten, 10 Abb. N. C. 311: 478.
v. S. H. Greene & Sons Corporation, 139 Fed. 703: 718.
Frevall v. Bach, 5 Cranch, C. C. 463: 1153, 1156.
Frey v. Willoughby, C. C. A., 63 Fed. 865: 330.
Frebourg v. Pullman Co., (E. D. N. C.) 176 Fed. 981: 123.
Frice, *Re*, 96 Fed. 611: 2238, 2240, 2241.
Frick v. Lewis, C. C. A., 195 Fed. 693: 1499.
Friday, *Ex parte*, 43 Fed. 916, 918: 211.
Friedler v. Chotard, 19 Fed. 227: 1795.
Friedly v. Giddings, 119 Fed. 438: 1344.
Friedman, *Re*, 153 Fed. 939: 2110, 2112.
C. C. A., 161 Fed. 260, 262: 1291, 2112, 2115, 2288, 2498, 2524.
2 Am. B. R. 301: 2117.
Friedman v. Israel, 26 Fed. 801: 1903.
v. Fennell, 94 Ala. 570, 10 S. R. 649: 719.
Friedrich, *Re*, C. C. A., 100 Fed. 284: 2219.
199 Fed. 193: 2252.
Friend, *Re*, C. C. A., 134 Fed. 778, 780: 2234, 2278, 2280, 2281, 2282.
Friend v. Garcelon, 77 Me. 25, 52 Am. Rep. 739: 2223.
v. London, Chatham and Dover Ry. Co., 2 Ex. D. 437; 46 L. J. Ex. 696: 1126.
v. Talcott, 228 U. S. 27, 57 L. ed. —: 2254, 2256.
v. Wise, 111 U. S. 797, 28 L. ed. 602: 2443.
Fries' Case, 3 Dallas, 515, 1 L. ed. 701, Fed. Cas. No. 5,126: 1712.
Fries v. Brugler, 12 N. J. Law, 79: 1095.
Friezen v. Allemania Fire Ins. Co., 30 Fed. 349: 1894.
Frink v. Blackinton Co., 80 Fed. 306: 1815, 1816.
v. McComb, 60 Fed. 486: 1336, 1337.
Frishie v. Chesapeake & O. R. Co., 57 Fed. 1: 140, 472, 1840, 1846, 1847.
Frishie v. Ches. & O. Ry. Co., 59 Fed. 369: 1846, 1847, 1892.
v. U. S., 157 U. S. 160, 39 L. ed. 657: 1666, 1669, 1670, 1700.
Frishman v. Insurance Cos., 41 Fed. 449: 860, 1888, 1908.
Frishmuth v. Farmers' L. & T. Co., 95 Fed. 5: 408.
Fritz, *Re*, 152 Fed. 562: 2225.
173 Fed. 560: 2236, 2237, 2244, 2245.
Fritzlen v. Boatmen's Bank, 212 U. S. 364, 53 L. ed. 551: 1782, 1791, 1820, 1821, 1914.
Front St. Cable Ry. Co. v. Drake, 65 Fed. 539: 92, 1349.
v. Drake, 84 Fed. 257: 964.
Frost v. Barber, 173 Fed. 848: 1136, 1141.
v. Holland, 75 Maine, 108: 1625.
v. Latham & Co., 181 Fed. 866: 2030, 2104, 2186.
v. Spitley, 121 U. S. 552, 30 L. ed. 1010: 331.
Frow v. De La Vega, 15 Wall. 552, 51 L. ed. 60: 621, 622.
Frowd v. Lawrence, 1 J. & — 655: 903, 904.
Fry v. Penn, 2 Bro. C. C. 280: 1118.
v. Quinlan, 13 Blatchf. 205: 766.
Frye & Bruhn v. Carstens, C. C. A., 130 Fed. 766: 921.
Ft. Wayne, etc. Corp., *Re*, 94 Fed. 109: 2266.
Ft. Wayne El. Co., *Re*, 99 Fed. 400: 2067.
Fuchs v. Meisel, 113 Mich. 559: 495.
v. Meisel, 60 N. W. R. 773: 495.
Fulenweider v. U. S., 9 Ct. Cl. 403: 2315.
Fulham v. McCarthy, 1 H. L. C. 703: 409.
Fullagar v. Clark, 18 Ves. 481: 1205.
Fuller v. Aylesworth, C. C. A., 75 Fed. 694: 2485, 2486.
v. Berger, C. C. A., 65 L.R.A. 381, 120 Fed. 274: 879.
v. Claflin, 93 U. S. 14, 23 L. ed. 785: 2425.
v. Colfax County, 14 Fed. 177 (4 McCrary, 535): 1775.
v. Fletcher, 44 Fed. 34, 39: 1584.
v. Gilmore, 121 Fed. 129: 878.

[References are to pages.]

Fuller v. Hamilton County, 53 Fed. 411: 655, 657, 1199.
v. Met. L. Ins. Co., 31 Fed. 696: 1173, 1175.
v. Metropolitan Life Ins. Co., 37 Fed. 163: 55, 1174.
v. Montague, 53 Fed. 206: 1290, 1293, 2481.
v. Montague, 59 Fed. 212: 331.
v. N. Y. Life Ins. Co., C. C. A., 199 Fed. 897: 1557.
v. Redman, 26 Beav. 614: 844.
v. U. S., 58 Fed. 329: 1308, 1310.
v. U. S., 182 U. S. 562, 45 L. ed. 1230: 1582, 2564.
v. Wright, 23 Fed. 833: 1779.
Fullerton v. Bank of U. S., 1 Pet. 604, 7 L. ed. 280: 1568.
v. Bigelow, C. C. A., 177 Fed. 359: 1331.
v. Texas, 196 U. S. 192, 49 L. ed. 443: 2405.
Fulton, *Re*, 153 Fed. 664: 2108.
Fulton v. Greacen, 44 N. J. Eq. 443: 758.
v. Roosevelt, 1 Paige (N. Y.), 178, 180, 19 Am. Dec. 409: 357.
Fulton Bank v. Beach, 2 Paige (N. Y.), 307: 625, 683, 684, 686, 773.
Funk, *Re*, 101 Fed. 244: 2047.
Furbush v. Bradford, 1 Fish. Pat. Cas. 317: 924.
Furlong v. Edwards, 3 Md. 99: 1039.
Furman v. Nichol, 8 Wall. 44, 19 L. ed. 370: 2403.
Furnald v. Glenn, 56 Fed. 372: 149.
v. Glenn, C. C. A., 64 Fed. 49: 150, 1260.
Furness v. Booth, 4 Ch. D. 586: 698, 702.
Furtado v. Furtado, 6 Jur. 227, 357, 802.
Fusz v. Trager (Louisiana), 38 La. Ann. 173: 1803.
Fussell v. Gregg, 113 U. S. 550, 554, 28 L. ed. 993, 994, per Woods J.: 334.
F. W. Cook Brewing Co. v. Garber, 168 Fed. 942: 1198.
F. W. Myers & Co., *Re*, 123 Fed. 952: 314.

G.

Gaar, Scott & Co. G. v. Shannon, 223 U. S. 468, 56 L. ed. —: 369, 2406.
Gabe v. State, 6 Ark. 519: 1706.
Gableman v. Peoria, D. & E. Ry. Co., 179 U. S. 335, 45 L. ed. 220, 222: 94, 147, 1012, 1013, 1757.
Gabrielson v. Waydell, 67 Fed. 342: 656.
Gaddie v. Mann, 147 Fed. 955: 126, 1920.
Gadonnex v. New Orleans Ry. Co., 128 Fed. 805, 806: 1431.
Gaffney v. Gillette, Fed. Cas. No. 5,168 (4 Dill. 264): 1764, 1765.
Gage v. Kaufman, 133 U. S. 471, 33 L. ed. 725: 511.
v. Kellogg, 26 Fed. 242: 1392, 1392.
v. Pumpelly, 108 U. S. 164: 27 L. ed. 668: 2445, 2509.
v. Pumpelly, 115 U. S. 454, 29 L. ed. 449: 555, 2532.
v. Riverside Trust Co., 156 Fed. 1002, 1007: 104, 594, 600.
Gagnon v. U. S., 193 U. S. 451, 48 L. ed. 745: 1608.
Gain v. Relf, 15 Pet. 9, 10 L. ed. 642: 1450.
Gaines v. Caldwell, 148 U. S. 228, 37 L. ed. 432: 2562, 2564.
v. Chew, 2 How. 619, 11 L. ed. 402: 486, 502, 504, 505, 510, 561.
v. Fuentes, 92 U. S. 10, 20, 23 L. ed. 524, 528: 55, 149, 158, 342, 1197, 1199, 1419, 1573, 1762, 1771.
v. Mausseaux, 1 Woods, 118: 632.
v. Rugg, 148 U. S. 228, 37 L. ed. 432: 2568.
v. Thompson, 7 Wall. 347, 19 L. ed. 62: 1457.
& Co. v. Stroufe, 117 Fed. 965: 476.
Gait v. Osbaldeston, 1 Russ. 158: 1118.
Gale v. Southern Building & Loan Ass'n, 117 Fed. 732: 581, 1838, 1839.
Galena v. Amy, 5 Wall. 705, 18 L. ed. 560: 1455.
Galeotti v. Diamond Match Co., 178 Fed. 127: 1786.

[References are to pages.]

Galesburg v. Galesburg v. Galesburg Water Co., 27 Fed. 321: 1794.
Gallagher v. Gingrich, 105 Iowa, 237: 1041.
Gallatin v. Sherman, 77 Fed. 337: 92, 1769.
Gallaway v. Fort Worth Bank, 186 U. S. 177, 46 L. ed. 1111: 1341.
Gallerstein v. Manhattan R. Co., 27 Misc. (N. Y.) 506, 58 N. Y. Supp. 374 (*reversing* 26 Misc. (N. Y.) 852, 57 N. Y. Supp. 394: 792.
Galpin v. Page, 3 Saw. 93: 1077.
v. Page, 18 Wall. 350, 365, 21 L. ed. 959, 962: 1478.
Galt v. Galloway, 4 Pet. 331, 7 L. ed. 876: 1070.
Galton v. Hancock, 2 Atk. 425: 322.
Galveston, H. & N. Ry. Co. v. House C. C. A., 102 Fed. 112: 2451, 2452.
Galveston R. Co. v. Cowrdey, 11 Wall. 459, 464, 478, 20 L. ed. 199, 205: 424, 425, 821, 822.
Galveston H. & S. A. Ry. Co. v. Gonzales, 151 U. S. 496, 507, 38 L. ed. 248, 252: 123, 193, 578, 610
H. & S. A. Ry. Co. v. State of Texas, 170 U. S. 226, 42 L. ed. 1017: 60.
R. Co. v. Cowdrey, 11 Wall. 459, 464, 20 L. ed. 199: 821, 822.
Gambel v. Pitkin, 124 U. S. 131, 31 L. ed. 374: 172.
v. City of San Diego, 79 Fed. 487: 669.
v. Rural Independent School Dist., 76 C. C. A., 539, 146 Fed. 113: 349.
v. San Diego, 79 Fed. 487: 636, 639.
Gamber v. Atlee, 2 DeG. & Sm. 745: 356.
Gamewell F. A. Tel. Co., *Re*, C. C. A., 74 Fed. 908: 1397.
v. Chillicothe, 7 Fed. 351: 534.
v. Hackensack Improvement Commission, 199 Fed. 182: 877.
v. Mayor (C. C.), 31 Fed. 312: 348, 625.
v. Municipal Signal Co., C. C. A., 77 Fed. 490: 1338.
Gamewell v. Star Electric Co., 199 Fed. 188: 855, 878, 880.
Gandia v. Pettingill, 222 U. S. 452: 1590.
Gandy v. Marble, 122 U. S. 432, 7 Sup. Ct. 1290, 30 L. ed. 1223: 514, 531, 538.
Gann v. Northwestern Ry. Co., 57 Fed. 417: 1862.
Garcia v. Ambler, 4 Phil. Rep. 81: 272.
Garcie v. Sheldon, 3 Barbour (N. Y.) 232: 801.
Gardes v. U. S., C. C. A., 87 Fed. 172, 174, 175, 176: 1672, 1684.
Garden City, The, 27 Fed. 234: 1909. 26 Fed. 766, 770: 1995, 1996.
Gardiner v. Collins, 2 Pet. 58, 7 L. ed. 347: 1568.
v. Mason, 4 Brown Ch. C. 478: 588, 589.
v. Mich. C. R. Co., 150 U. S. 349, 37 L. ed. 1107: 1569.
v. Rowe, 4 Madd. 236: 1205.
Gardner v. Blane, 1 Hare, 381: 1023.
v. Brown, 21 Wall. 36, 22 L. ed. 527: 1790.
v. Gardner, 2 Gray, (Mass.) 434: 795.
v. Gardner, 87 N. Y. 14: 815, 913, 914, 922, 929.
v. Michigan Cent. R. Co., 150 U. S. 349, 37 L. ed. 1107: 656.
v. Lake, C. C. A., 114 Fed. 306: 1563.
v. Lindo, 1 Cranch, C. C. 78: 1078.
v. London, C. & D. Ry. Co., L. R. 2 Ch. App. 201: 975.
v. Ogden, 22 N. Y. 327: 208, 317.
v. Schermerhorn, Clarke's Ch. (N. Y.) 101: 1250.
v. State, 4 Ind. 632: 1706.
Gares v. N. W. Nat. Bldg., L. & I. Ass'n, 55 Fed. 209: 1452.
Garey v. Union Bank, 3 Cranch, C. C. 91: 1138.
Garfield v. U. S. ex rel. Goldsby, 211 U. S. 249, 53 L. ed. 168: 1460.
Nat. Bank v. Peck, 1 Misc. (N. Y.) 126, 20 N. Y. Supp. 650: 792.

[References are to pages.]

Garneau, *Re*. C. C. A., 127 Fed. 677, 11 Am. P. R. 679: 2040, 2041.
Garneau v. Dozier, 100 U. S. 7, 25 L. ed. 536: 2494.
Garrard v. Silver Peak Mines, 76 Fed. 1: 169, 1760, 1765: 1820.
Garrett v. Bonner, 30 La. Ann. 1305: 1779, 1890.
v. Memphis, 5 Fed. 860: 976.
v. Pope Motor Car Co., C. C. A., 168 Fed. 905: 2475.
v. Woodward, 2 Cranch, C. C. 190: 1141, 1143.
Garretson v. Clark, 111 U. S. 120, 28 L. ed. 371: 1225.
Garrigan v. U. S., C. C. A., 163 Fed. 16: 1363, 1382, 1368, 1369, 1370.
Garrison, *Re*. C. C. A., 149 Fed. 178: 2248, 2249.
v. U. S., 2 Ct. Cl. 382: 2348.
Garrozi v. Dastas, 204 U. S. 64, 51 L. ed. 369: 2389.
Garry v. Jefferson Bank, C. C. A., 186 Fed. 461: 2249.
Garringer v. Palmer, C. C. A., 126 Fed. 906: 1211.
Garland v. Davis, 4 How. 131, 11 L. ed. 907: 2550.
v. Garland, 2 Ves. Jr. 137: 1023.
Garlington, *Re*. 115 Fed. 999: 2206.
Garnet, *Ex parte*. 141 U. S. 1, 35 L. ed. 631: 1932.
Garner v. Second Nat. Bank, 66 Fed. 369: 1535, 1787, 1811.
v. Second Nat. Bank, 67 Fed. 833: 860, 1166.
v. Southern Mut. Building & Loan Ass'n. C. C. A., 84 Fed. 3, 28 C. C. A. 381: 164.
Garmichael v. Eberle, 177 U. S. 63, 44 L. ed. 672: 2535.
Garth v. Cotton, 1 Dick. 183: 864.
v. Sir John Hind Cotton, 1 Dick. 183: 865.
v. Sir John Hind Cotton, 1 White & Tudor's Lead. Cas. in Eq. (6th ed.) 806: 865.
Gartside v. Isherwood, 2 Dick. 612: 1275.
Coal Co. v. Maxwell, 20 Fed. 187: 1141, 1148, 1155.
Garzot v. de Rubie, 209 U. S. 283, 52 L. ed. 794: 2361, 2389.
Gaskill *Re*, 130 Fed. 235: 2262.
Gason v. Wordsworth, 2 Ves. Sen. 336: 1159.
Gass v. Stinson, 3 Sumn. 98: 1155.
Gasser, *Re*, C. C. A., 104 Fed. 537: 2240.
Gassman v. Jarvis, 94 Fed. 603: 1426.
v. Jarvis, 100 Fed. 146: 1891.
Gasquet v. Fidelity T. & S. V. Co., C. C. A., 57 Fed. 80: 589.
Gastonia Cotton Mfg. Co. v. W. L. Wells Co., 128 Fed. 369, 63 C. C. A. 111: 134.
Gastrel v. A. Cypress Raft, 2 Woods (U. S.) 213, 10 Fed. Cas. No. 5,266: 1934.
Gas-Works Constr. Co. v. Standard Gas-Light Co., 1 N. Y. Supp. 265: 793.
Gates v. Bucki, 53 Fed. 961, 968: 154.
Gate City, The, 5 Biss. (U. S.) 200, 10 Fed. Cas. No. 5,267: 1934.
Gates Iron Works v. James E. Pepper & Co., 98 Fed. 449: 1805, 1842.
Gaudette v. Graham, C. C. A., 164 Fed. 311: 2278, 2279, 2293.
Gaugler v. Chicago, M. & P. S. Ry. Co., 197 Fed. 79: 470, 1914.
Gause v. Perkins, 3 Jones' Eq. (N. C.) 177, 69 Am. Dec. 728: 869.
Gaunt v. Ralston Purina Co., C. C. A., 198 Fed. 60: 2475.
Gavin v. Vance, 33 Fed. 84: 190, 191, 1765, 1816, 1819.
Gay, *Re*, 98 Fed. 870: 2078, 2080.
182 Fed. 260: 2163.
188 Fed. 392: 2211.
Gay v. Hudson River El. Power Co., C. C. A., 169 Fed. 1020: 838.
v. Hudson River El. Power Co., 182 Fed. 279: 860.
v. Hudson River El. Power Co., 166 Fed. 771: 988.
v. Hudson River El. Power Co., 1002.
v. Hudson River El. Power Co., 169 Fed. 1020: 995, 1237.
v. Hudson River El. Power Co., 173 Fed. 1003: 980.
v. Hudson River El. Power Co., 178 Fed. 499: 2212.
v. Hudson River El. Power Co., 184 Fed. 631: 1002.
v. Hudson River El. Power Co., 190 Fed. 773: 1544, 2216.

[References are to pages.]

Gay v. Hudson River El. Power Co., 190 Fed. 812: 817, 2484.
v. Hudson River El. Power Co., C. C. A., 184 Fed. 689: 2428.
v. Hudson River El. Power Co., C. C. A., 191 Fed. 828: 2479.
v. Hudson River El. Power Co., 182 Fed. 904: 2494.
v. Lyons, Fed. Cas. No. 5,281, 3 Woods, 56: 96.
v. Parprat, 101 U. S. 391, 25 L. ed. 841: 2519.
v. Parprat, 106 U. S. 679, 27 L. ed. 256: 1390.
Gayler v. Wilder, 10 How. 477, 13 L. ed. 504, 511–512: 410, 411, 413.
Gaylord, *Re*, 111 Fed. 717: 2160.
C. C. A., 112 Fed. 668: 2248.
106 Fed. 833: 2246.
Gaylord v. Fort Wayne, M. & C. R. Co., 6 Biss. 286: 318.
Gaylords v. Kelshaw, 1 Wall. 81, 17 L. ed. 612: 445, 1201.
Gazelle, The, 128 U. S. 474, 32 L. ed. 496: 1946.
Gazlay v. Williams, 210 U. S. 41, 53 L. ed. 950: 2024.
v. Williams, 210 U. S. 41, 52 L. ed. 950: 2158, 2204.
G. & C. Merriam Co. v. Saalfield, C. C. A., 198 Fed. 369, 378: 1223.
v. Saalfield, C. C. A., 190 Fed. 927: 664.
Geasberg, *Re*, C. C. A., 197 Fed. 896: 2236.
Gee v. Pritchard, 2 Swanst. 402: 847.
Gee Cue Beng v. U. S., C. C. A., 184 Fed. 383: 2410.
Geer v. Mathieson Alkali Works, 190 U. S. 428, 436, 47 L. ed. 1122, 1126: 111, 405, 441, 1791, 1796, 1802.
George M. Hill Co., *Re*, C. C. A., 130 Fed. 315: 2182.
Geo. A. Macbeth Co. v. Lippincott Glass Co., 54 Fed. 167: 880.
George v. Pulcher (Virginia), 28 Gratt. 299, 26 Am. Rep. 350: 1794.
v. St. Louis C. & W. Ry. Co., 44 Fed. 117: 822, 827, 962.
v. Tate, 102 U. S. 564–570, 26 L. ed. 232: 1430.
George v. Tennessee Coal, Iron & R. Co., 184 Fed. 951: 195.
v. Wallace, C. C. A., 135 Fed. 286: 207, 2474.
George C. De Lacy v. William F. Kelly, 147 App. Div. (N. Y.) 37: 1057.
George D. Emery Co. v. Tweedie Trading Co., 143 Fed. 144: 1967.
George L. Garlick, The, C. C. A., 107 Fed. 542: 1997, 1999, 2417.
George Halbert Co., *Re*, C. C. A., 134 Fed. 236: 2270.
George M. Hill Co., *Re*, C. C. A., 130 Fed. 315: 2182.
George M. West Co. v. Lea Bros., 174 U. S. 590, 43 L. ed. 1098, 19 Sup. Ct. 836: 2071.
George T. Smith, etc., Co. v. McGroarty, 136 U. S. 237: 159.
George Watkinson, & Co., *Re*, 130 Fed. 218: 2262.
George W. Jackson, Inc. v. Friestedt Interlocking Channel Bar Co., 159 Fed. 496: 764, 776, 779.
George W. Signor Tie Co. v. Monett & S. W. Const. Co., 198 Fed. 412: 449.
George W. Roby, The, C. C. A., 111 Fed. 601, 615: 1992, 2002.
George W. Shiebler & Co., *Re*, C. C. A., 174 Fed. 336: 2271.
Georgeanna, The, 31 Fed. 405: 1313, 1316.
Georgia, The, 7 Wall. 32, 19 L. ed. 122: 2547.
Georgia v. Atlantic & G. R. Co., 3 Woods, 434: 1003.
v. Brailsford, 2 Dall. 402, 1 L. ed. 433: 0006.
v. Grant, 6 Wall. 241, 18 L. ed. 848: 0006, 0007, 329, 385, 573, 1462.
v. Jesup, 106 U. S. 458, 27 L. ed. 216: 2445, 2447.
v. O'Grady, 3 Woods, 496, Fed. Cas. No. 5,352: 1726, 1873.
v. Stanton, 6 Wall. 50, 73, 18 L. ed. 721, 724: 0004, 328, 329, 560, 385, 893.
v. Tennessee Copper Co., 206 U. S. 230, 51 L. ed. 1038: 0005.
Pine Turpentine Co. v. Bilfinger, 129 Fed. 131: 1165.

[References are to pages.]

Georgia R. & Banking Co. v. Atlantic P. Tel. Cable Co., 152 Fed. 991: 1778.
Georgetown v. Alexandria Canal Co., 12 Pet. 91, 9 L. ed. 1012: 866, 867.
Geiger v. Union Mut. Life Ins. Co. (New York), 1 City Ct. R. 237: 1901.
Geilinger v. Phillipi, 133 U. S. 246, 257, 33 L. ed. 614, 617: 153, 159, 160.
Geiselhart, *Re*, 181 Fed. 622: 2186.
Geiser, *Re*, 129 Fed. 237, 12 Am. B. R. 208: 2114.
Geissler, *Ex parte*, 196 Fed. 168: 1638.
9 Biss. 492: 1618.
Geissler, *Re*, S. D. N. Y., 196 Fed. 168: 1513.
Re, D. C. N. Y., 1912, 196 Fed. 168: 1482.
Geister, *Re*, 97 Fed. 322, 3 Am. B. R. 228: 2039.
Geiver, *Re*, 193 Fed. 128, S. D. 2176.
Gelders v. Haygood, 182 Fed. 109: 134.
Geldard v. Hornby, 1 Hare, 251: 1266.
Gelpcke v. City of Dubuque, 1 Wall. 175, 17 L. ed. 520: 1198, 1568, 1574.
Gelston v. Hoyt, 3 Wheat. 246, 4 L. ed. 381: 2401.
General Automobile & Mfg. Co., *Re*, C. C. A., 133 Fed. 525: 2214.
General Chemical Co. v. Blackmore, N. Y. L. J., November, 1907: 1261, 1273.
General Fire Extinguisher Co. v. Lamar, C. C. A., 141 Fed. 353: 1232.
General El. Co. v. Allis-Chalmers Co., C. C. A., 194 Fed. 413: 2430.
v. Condit El. Mfg. Co., 191 Fed. 511: 877.
v. Crouse-Hinds Electric Co., 147 Fed. 718: 1285.
v. McLaren, 140 Fed. 876: 1372.
v. Pittsburg-Buffalo Co., 144 Fed. 439: 881.
v. West Asheville Imp. Co., 73 Fed. 386: 826.
v. Wise, 119 Fed. 922: 879, 880.
General Metals Co., *Re*, 133 Fed. 84, 12 Am. B. R. 770: 2042.
Generes v. Campbell, 11 Wall. 193, 20 L. ed. 110: 2359.
Genesee Chief v. Fitzhugh, 12 Howard, 443, 13 L. ed. 1058: 1932.
Geneva Basket Co., 71 Misc. (N. Y.) 156: 799.
Geneva Mfg. Co. v. Nat. Furniture Co., 188 Fed. 662: 719.
Genther v. Wiley, 85 Fed. 797: 1967.
Gerber, *Re*, C. C. A., 186 Fed. 693: 2045, 2217, 2221.
Gering of Leyda, C. C. A., 186 Fed. 110: 2184, 2185.
Gerner v. Mosher (Nebraska), 78 N. W. 384; Michigan Stove Co. v. Waco Hardware Co., 54 S. W. 357, 22 Tex. Civ. App. 293: 1892.
Gernon v. Boccaline, 2 Wash. 130: 1050.
Gerson, *Re*, 5 Am .B. R. 89: 2203.
2 Am. B. R. 352: 2267.
Gerstel, *Re*, 123 Fed. 166, 10 Am. B. R. 411: 2117.
Germain v. Mason, 12 Wall. 259, 20 L. ed. 392: 2450.
v. Mason, 154 U. S. 587, and 20 L. ed. 689: 2463.
v. Wilgus, 67 Fed. 597: 529, 855, 1177.
German Bank of Memphis v. U. S., 148 U. S. 573, 37 L. ed. 564: 374, 2302.
German Ins. Co. of Freeport, Ill. v. Frederick, C. C. A., 58 Fed. 144: 1157.
German Ins. Co. v. Hearne, C. C. A., 118 Fed. 134: 2379, 2381.
v. Landram, 88 Ky. 433, 11 S. W. 367, 592, 10 Ky. Law Rep. 1039: 1193.
German Nat. Bank v. Speckert, 181 U. S. 405, 45 L. ed. 926: 1927.
German Sav. & Loan Soc. v. Tull, C. C. A., 136 Fed. 1: 107, 594.
v. Dormitzer, C. C. A., 116 Fed. 471: 1796, 1799.
Germania Fire Ins. Co. v. Francis, 11 Wall. 210, 20 L. ed. 77.
v. Francis, 52 Miss. 457, 24 Am. Rep. 674: 1892.
Germania Sav. Bank & Tr. Co. v. Loeb, C. C. A., 188 Fed. 285: 2177, 2208.
Gest v. Packwood, 39 Fed. 525: 200.

[References are to pages.]

Geyer v. John Hancock Mut. Life Ins. Co., 50 N. H. 224, 9 Am. Rep. 185: 121.
Geyger v. Geyger, 2 Dall. 338, 1 L. ed. 403: 1128.
Ghazal, *Re*, C. C. A., 174 Fed. 809: 2067, 2163.
G. Heileman Brewing Co. v. Independent Brewing Co., C. C. A., 191 Fed. 491: 508, 530.
Giac v. Westervelt, 116 Fed. 1017: 653.
Giant P. Co. v. California V. P. Co., 5 Fed. 197: 1395, 1396, 1397, 1398, 1399.
v. Safety N. P. Co., 19 Fed. 509: 632.
Gibbons v. Lord Crawshaw, 21 Ky. Law Rep. 1618, 55 S. W. 905: 1193.
v. Mainwaring, 9 Sim. 77: 1020.
v. Ogden, 6 Wheat. 448, 5 L. ed. 302: 2400.
v. U. S., 8 Wall. 269, 19 L. ed. 453: 2302.
Gibbs v. Clagett, 2 Gill & J. (Md.) 14: 509.
v. Crandall, 120 U. S. 105, 30 L. ed. 590: 78.
v. David, L. R. 20 Eq. 373: 956, 1002, 1005.
v. Dickma, 131 U. S. clxxxvi, and 26 L. ed. 177: 2561.
Giberson v. Cook, 124 Fed. 986: 344.
Gilbert v. American Surety Co., C. C. A., 61 L.R.A. 253, 121 Fed. 499: 2571.
v. Hopkins, C. C. A., 198 Fed. 849, 851: 2466.
Gibson, *Re*, 191 Fed. 665: 2054.
v. Bruce, 108 U. S. 561, 2 Sup. Ct. 873, 27 L. ed. 825: 1836, 1837.
v. Chouteau, 13 Wall. 92, 20 L. ed. 534: 647.
v. Johnson, Fed. Cas. No. 5,397 (Pet. C. C. 44): 1814.
v. Lewis, 11 Phila. (Pa.) 476: 864.
v. Luther, C. C. A., 196 Fed. 203: 1561, 1563.
v. Martin, 8 Paige (N. Y.), 481: 1020.
v. Memphis, &c., R. Co., 31 Fed. 553: 1278.
v. Mississippi, 162 U. S. 565, 40 L. ed. 1075: 1876.
Gibson v. Shufeldt, 122 U. S. 27, 30, 30 L. ed. 1083, 1084: 33, 34, 45, 2441, 2443.
v. Smith, 2 Atk. 182: 909.
v. Van Dresar, 1 Blatchf. 532: 912.
v. Whitehead, 4 Madd. 241: 632.
Gibson's Case, 29 Ct. Cl. 18: 2302.
Giddings v. Dodd, 1 Dillon, 115: 2066.
Giddings' Case, 29 Ct. Cl. 12: 2340.
Gier v. Gregg, 4 McLean, 202: 729.
Gifford v. Kollock, 3 Ware, 45, Fed. Cas. No. 5,409: 2008.
Gift, *Re*, 130 Fed. 230: 2243.
Gila Reservoir & Irr. Co. v. Gila Water Co., 202 U. S. 270, 50 L. ed. 1023: 810, 1022, 1547.
Gilbert, *Re*, 112 Fed. 951, 8 Am. B. R. 101: 2066, 2069.
v. American Surety Co., C. C. A., 61 L.R.A. 253, 121 Fed. 499: 656, 2573.
v. Endean, 9 Ch. D. 259, 266: 1411, 1417.
v. Gilbert, 2 Paige Ch. (N. Y.) 603: 1340.
v. Hopkins, 171 Fed. 704: 336.
v. Hopkins, C. C. A., 198 Fed. 849, 851: 2466, 2481.
v. Lewis, 1 De G. J. & Sm. 38, 49: 480.
v. McNulta, 96 Fed. 83: 93.
v. South Carolina I. & W. I. Exposition Co., 113 Fed. 523: 715, 1439.
Gilbert & B. Mfg. Co. v. Bussing, 12 Blatchf. 426: 912.
Gilbert Mfg. Co. v. Post & Lester Co., 189 Fed. 81: 1179.
Gilbert's Forum Romanum, 181: 576, 744.
Gilchrist v. Helena, H. S. & S. R. Co., 58 Fed. 708: 967.
Gilden v. Cowan, C. C. A., 123 Fed. 48: 1336.
Giles v. Harris, 189 U. S. 475, 47 L. ed. 909: 2362.
v. Heysinger, 150 U. S. 627, 631, 37 L. ed. 1204, 1205: 1400.
v. Little, 13 Fed. 100, 2 McCrary, 370: 1792, 1797.
v. Little, 134 U. S. 645, 650, 33 L. ed. 1062: 2395.
v. Paxson, 36 Fed. 882: 1149.
v. Teasley, 193 U. S. 146, 48 L. ed. 655: 2406.

[References are to pages.]

Giles Loring, The, 48 Fed. 463: 1997.
Gilfillan v. McKee, 159 U. S. 303, 40 L. ed. 161: 2450.
Gill, *Re*, C. C. A., 190 Fed. 726: 2028, 2032.
Gill v. Oliver, 11 How. (U. S.) 529, 545, 13 L. ed. 799, 806: 78.
v. Stebbins, Fed. Cas. No. 5,431 (2 Paine, 417): 120.
v. Ward, 23 Ark. 16: 1085.
Gillardon, *Re*, 187 Fed. 289: 2244, 2274.
Gillaspie, *Re*, 190 Fed. 88: 2044.
Gillespie v. Alexander, 3 Russ. 130: 1217.
v. Moon, 2 J. Ch. (N. Y.) 585, 7 Am. Dec. 559: 507.
v. Pocahontas Coal & Coke Co., 162 Fed. 742: 1840.
v. Pocahontas Coal & Coke Co., C. C. A., 163 Fed. 992: 1576.
v. J. C. Piles & Co., C. C. A., 178 Fed. 886: 2269, 2273.
Gillet v. Mooly, 3 N. Y. 479, 488: 997.
Gillette, *Re*, 104 Fed. 769, 5 Am. B. R. 119: 2059, 2061.
Gillette Safety Razor Co. v. Wolf, 180 Fed. 776: 1363.
Gilligan, *Re*, C. C. A., 152 Fed. 605: 1574, 1576.
Gilmore v. Herrick, 93 Fed. 525: 1779.
Gillis v. Downey, C. C. A., 85 Fed. 483: 87.
v. U. S., 12 Ct. Cl. 704: 2323.
Gilman v. Perkins, 7 Fed. 887: 153.
Gilmer v. Grand Rapids, 16 Fed. 708: 133.
Gilmore v. Bort, 134 Fed. 658: 1165.
Gilpin, *Re*, 160 Fed. 171, 2249.
v. Merchants' Nat. Bank, C. C. A., 20 L.R.A.(N.S.) 1023, 165 Fed. 607: 2254.
Gilpin v. Consequa, Pet. 3 Wash. 184: 1154, 1155, 1157.
Gilroy & Bloomfield, *Re*, 140 Fed. 733: 2116.
Gilson v. Mutual Reserve Fund Life Ass'n, 129 Fed. 1003: 52.
Gindrat v. Dane, 4 Cliff. 260: 326.
Ginsburg, *Re*, 130 Fed. 627: 2242.
Ginter v. Kinney Tobacco Co., 12 Fed. 782: 888.
Girard, *Ex parte*, Fed. Cas. No. 5,457 (3 Wall. Jr. 263): 1789.
Girard I. & T. Ry. Co. v. Cooper, 162 U. S. 529, 40 L. ed. 1062: 330.
Girard L. Ins. Ass'n & Tr. Co. v. Cooper, C. C. A., 51 Fed. 332, 335: 979, 2546.
Girard Glazed Kid Co., *Re*, 129 Fed. 841: 2196.
Girard Tr. Co. v. McKinley-Lanning L. & T. Co., 135 Fed. 180: 1334.
v. McKinley-Lanning L. & T. Co., 143 Fed. 355: 1034.
Girardey v. Moore, Fed. Cas. No. 5,462 (3 Woods, 397): 101, 109, 1788.
Gird v. California Oil Co., 60 Fed. 1011: 1326.
Gist, *Ex parte*, 26 Ala. 156: 1616, 1624.
Gist v. Davis, 2 Hill Ch. (S. C.) 335: 656.
Gittings v. Crawford, Taney, 1: 0004.
Githens v. Shiffler, 112 Fed. 505, 7 Am. B. R. 453: 2065, 2068.
Gladdon v. Stoneman, 1 Madd. 143, n.: 939.
Glasgow, *Ex parte*, (N. D. Ga.) 195 Fed. 780: 1192, 1477.
Glaspell v. N. Pac. R. Co., 43 Fed. 903, 909: 1584.
v. N. Pac. R. Co., 43 Fed. 903, 909: 1585.
Glass, *Re*, 119 Fed. 509: 2239, 2240, 2243.
v. Betsy, The, 3 Dallas (U. S.) 6, 16, 1 L. ed. 485: 1933.
v. Concordia Parish Police Jury, 176 U. S. 207, 44 L. ed. 436: 205.
v. Police Jury of Concordia Parish, 176 U. S. 207, 44 L. ed. 436: 203.
Glassington v. Thwaites, 2 Russ. 458: 686, 688.
Glazbrook v. Gillatt, 9 Beav. 492: 808.
Glazier, *Re*, 195 Fed. 1020: 2065.
Gleason v. Duffy, C. C. A., 116 Fed. 298: 1991, 1192.
v. O'Mara, C. C. A., 180 Fed. 417: 2254.
v. Smith, Perkins & Co., C. C. A., 145 Fed. 895: 2085, 2086, 2087.
v. Thaw, C. C. A., 185 Fed. 345: 361, 2250, 2253.
v. Thaw, C. C. A., 196 Fed. 359: 2250, 2254.

[References are to pages.]

Glegg v. Legh, 4 Madd. 193: 1123.
Glen v. Faut, 124 U. S. 123, 31 L. ed. 352: 2525.
v. Gibson, 9 Barb. (N. Y.) 634: 209, 1260.
Glencoe Granite Co. v. City Tr., S. D. & S. Co., C. C. A., 118 Fed. 386: 655.
Glenn v. Faut, 131 U. S. 398, 33 L. ed. 969: 1561, 1566.
v. Lucas, 43 Fed. 550: 1399.
v. Nooman, 43 Fed. 550: 1395.
v. Soule, 22 Fed. 417: 998.
v. Sumner, 132 U. S. 152, 156, 10 Sup. Ct. 41, 33 L. ed. 301: 1426.
v. U. S., 4 Ct. Cl. 501: 2306.
Glenachil, The, 128 Fed. 963: 2560.
Glenny v. Langdon, 94 U. S. 604, 24 L. ed. 237: 2520, 2521.
Glick, *Re*, 184 Fed. 967: 2204.
Glickman & Pisnoff, *Re*, 164 Fed. 209: 2237.
Glickstein v. U. S., 222 U. S. 139: 1099, 2140.
Glidden v. Cowen, C. C. A., 123 Fed. 48: 1339.
Glide, The, C. C. A., 72 Fed. 200: 1971, 1983.
Globe Boat Co., *Re*, 190 Fed. 92: 2187.
Globe Laundry, *Re*, 198 Fed. 365: 2196.
Globe Refining Co. v. Landa Cotton Oil Co., 190 U. S. 540, 47 L. ed. 1171: 26.
Globe Sec. Co., *Re*, 132 Fed. 709: 2042.
Globe-Wernicke Co. v. Fred Macey Co., C. C. A., 119 Fed. 696, 703, 56 C. C. A. 304: 535, 542, 2431.
Gloria de Larrinaga, The, 196 Fed. 590: 1940.
Glossop v. Harrison, 3 V. & B. 134: 1027.
Glover v. Patten, 165 U. S. 394, 41 L. ed. 760: 317, 415.
v. Shepperd, 15 Fed. 833 (11 Biss. 572): 1847, 1880.
v. Shepperd, 21 Fed. 481: 100.
Glucose Refining Co. v. Chicago, 138 Fed. 209: 862.
Glucose Sugar Refining Co. v. St. Louis, S. & P. Co., 135 Fed. 540: 405.
Glyn v. Soares, 1 Y. & C. 644: 404.
Glynn v. Houston, 1 Keen. 329: 1117.
Goble Coat Co., *Re*, 190 Fed. 92: 2194.
Godbe v. Tootle, 154 U. S. 576, and 19 L. ed. 831: 2464.
Godbolt v. Watts, 2 Aust. 543: 556.
Godchaux v. Morris, C. C. A., 121 Fed. 482: 440, 1240, 1241, 1252.
Goddard v. Bosson, 21 Kan. 139: 1836, 1854.
Godden v. Kimmel, 99 U. S. 201, 25 L. ed. 431: 646, 649, 650, 1182.
v. Ordway, 94 U. S. 672, 24 L. ed. 237: 2492.
v. Wilde, 17 Fed. 845: 890.
Godfrey v. Terry, 97 U. S. 171: 1180.
Goding v. Rosenthal, 180 Mass. 43: 2202.
Godshalk v. Sterling, C. C. A., 129 Fed. 580: 2240, 2242.
Godwin, *Re*, 122 Fed. 111: 2232.
Goebel v. Am. Ry. Supply Co., 55 Fed. 825: 525.
Goede v. City of Colorado Springs, 200 Fed. 99: 1801.
Goehrig v. Stryker, 174 Fed. 897: 1551, 1558.
Goff v. Kelly, 74 Fed. 327: 665.
Goforth v. Stingley, 79 Miss. 398, 30 So. Rep. 690: 795.
Goins v. Southern Pac. Co., 198 Fed. 432, 434, 435, 436. Fleet, J.: 1828.
Gocky v. Boston & M. R. Co., 130 Fed. 992: 1425, 1438.
Gokey v. Fort, 44 Fed. 364 366: 1991, 2001.
Gold v. Canham, 2 Swanst. 325: 654.
v. Gold, 181 Fed. 544: 504, 534.
v. Gold, C. C. A., 187 Fed. 273: 1286.
v. South Side Tr. Co., C. C. A., 179 Fed. 210: 2290.
Gold & S. O. S. Co. v. U. S. Dis. O. Co., 6 Blatchf. 307, 310: 626.
Gold Run Min. & Tunnel Co., *Re*, 200 Fed. 162: 2061, 2072, 2089.
Gold & Stock Tel. Co. v. Pearce, 19 Fed. 419: 676.
Gold W. & W. Co. v. Keyes, 96 U. S. 199, 24 L. ed. 656: 57, 1833, 1844.
Golden v. Bruning, 72 Fed. 2: 1796.

[References are to pages.]

Golden Cross Min. & Mill. Co. v. Free Gold Min. Co., C. C. A., 154 Fed. 441: 436.
Golden Malt Cream Co., *Re*, C. C. A., 164 Fed. 326: 2073.
Golden Reward Min. Co. v. Buxton Min. Co., C. C. A., 97 Fed. 413: 1576.
Golden Rod, The, 197 Fed. 830: 1578.
Goldey v. Morning News, 156 U. S. 518: 579.
v. Morning News, 156 U. S. 518, 39 L. ed. 517: 609, 1780, 1893, 1913.
Goldfarb Bros., *Re*, 131 Fed. 643, 12 Am. B. R. 386: 2116, 2117.
Goldfield Consol. Mines Co. v. Richardson, 194 Fed. 198: 495, 505, 864.
Goldfield Consol. Mines Co. v. Goldfield Miners' Union No. 220, 159 Fed. 500: 870, 912.
Goldberg, *Re*, 117 Fed. 692, 694: 808, 1056, 2099, 2101.
Goldberg, *Re*, C. C. A., 167 Fed. 808: 2289.
Goldberg & Bros., *Re*, 144 Fed. 566: 2211.
Goldberg, Bowen & Co. v. German Ins. Co., 152 Fed. 831, 834: 153, 169, 192, 1881, 1923.
v. Stablemens' Union, 8 L.R.A. (N.S.) 460, 117 Am. St. Rep. 145, 86 Pac. 806: 871.
Goldman, *Re*, C. C. A., 129 Fed. 212: 2285, 2293.
v. Smith, 93 Fed. 182: 2059, 2067.
Goldsborough v. U. S., 25 Ct. Cl. 73: 2324.
Goldsby v. U. S., 160 U. S. 70, 73, 40 L. ed. 343: 1719, 1722, 1722.
Goldschmidt, *Re*, 3 N. B. R. 164: 2065.
Goldsmith, *Re*, 118 Fed. 763: 2189, 101 Fed. 570: 2247.
v. Gilliand, 22 Fed. 865: 511, 1183.
v. Holmes, 36 Fed. 484: 205.
v. Koopman, C. C. A., 152 Fed. 173: 2547.
Goldstein, *Re*, 199 Fed. 665: 2147, 2194.
v. City of New Orleans, 38 Fed. 626: 1893.
v. Whelan, 62 Fed. 124: 1082.
Goldston v. Hoyt, 3 Wheat. 246, 4 L. ed. 381: 2013.
Goldstone v. Williams, Deacon & Co., (1899) 1 Ch. 47: 1126.
Goldville Mfg. Co., *Re*, 123 Fed. 579, 587: 2262, 2267, 2275.
Goldworthy v. Chicago, M. & St. P. R. Co., 38 Fed. 769: 1865.
Gompers v. Bucks Stove & Range Co., 221 U. S. 418, 440, 55 L. ed. 797, 805, 34 L.R.A. (N.S.) 874: 872, 1368, 1371, 1374, 1375, 1376, 1382, 1383, 1384, 1751.
Gonzalia v. Bardsman, 143 Ill. 634, 32 N. E. 532: 592.
v. Buist, 224 U. S. 126, 56 L. ed. 693: 1597, 2389.
v. Cunningham, 164 U. S. 612: 2392.
v. Williams, 192 U. S. 1, 48 L. ed. 317: 1498.
Good, *Re*, C. C. A., 99 Fed. 389: 2282.
Good v. Blewitt, 13 Ves. 397, 501: 426, 724.
v. Central Coal & Coke Co., C. C. A., 170 Fed. 416: 2571.
Good Hope Co. v. Railway B. F. Co., 22 Fed. 635: 583.
Good Templars' L. Ass'n v. United L. I. Ass'n, 59 Fed. 220: 320.
Goodard v. Ordway, 101 U. S. 745, 25 L. ed. 1040: 1395.
Goodenough v. Warren, Fed. Cas. No. 5,534 (5 Sawy. 494): 1797.
Goodenow v. Litchfield, 59 Iowa, 226: 661.
Goodhile, *Re*, 130 Fed. 782: 2244, 2250.
Goodhue v. Churchman, 1 Barb. Ch. (N. Y.) 596: 618.
Gooding v. Reid, Murdock & Co., C. C. A., 177 Fed. 684: 1046, 1051.
Goodloe v. Tennessee Coal, Iron & R. Co., 117 Fed. 348: 139.
Goodman, Matter of, 146 N. Y. 284: 2515.
Goodman v. City of Ft. Collins, C. C. A., 164 Fed. 970: 1441.
v. City of Oshkosh, 45 Wis. 355: 1763.
v. Niblack, 102 U. S. 556, 26 L. ed. 229: 2321.
v. Whitcomb, 1 J. & W. 589: 938, 1019.

[References are to pages.]

Goodnough Mercantile & Stock Co. v. Galloway, 171 Fed. 940: 2176.
Goodnow v. Dolliver, 26 Fed. 469: 1807.
v. Grayson, 15 Fed. 1 (5 McCrary, 16): 1862.
v. Litchfield, 67 Iowa, 691, 25 N. W. 882: 1759.
v. Litchfield, 47 Fed. 753: 118, 1791, 1811, 1914, 1917.
v. Oakley, 68 Iowa, 25, 25 N. W. 912: 120, 1759.
Goodrich, *Re*, 192 Fed. 746: 2244.
Goodrich, *Re*, C. C. A., 184 Fed. 5: 1369, 1371, 1380, 1384.
v. Ferris, 145 Fed. 844: 323.
v. Hunton, 29 La. Ann. 372: 1777.
v. Pendleton, 3 J. Ch. (N. Y.) 520: 1341.
v. U. S., 35 Fed. 193: 1312.
v. U. S., 42 Fed. 392: 1308.
v. U. S., 47 Fed. 267: 1307.
Goodsell v. Delta & Pine Land Co., 72 Miss. 580, 18 So. 452: 1834.
Goodwin v. Bishop, 145 Ill. 421, 34 N. E. 47: 625.
v. Boston & M. R. R., 127 Fed. 986: 136, 138.
v. Fox, 120 U. S. 775, 30 L. ed. 815: 2470.
v. Fox, 129 U. S. 601, 631, 32 L. ed. 805, 816: 1088.
v. New York, N. H. & H. R. Co., 124 Fed. 358: 136, 137.
Goodyear v. Allen, 3 Fisher, 284: 409.
v. Bourn, 3 Blatchf. 266: 721.
v. Chaffee, 3 Blatchf. 268: 611.
v. Mullee, 3 Fisher, 420: 909.
v. Providence R. Co., 2 Cliff. 351: 1203.
v. Providence R. Co., 2 Fish. Pat. Cas. 499: 1205.
v. Sawyer, 17 Fed. 2: 1297, 1299.
v. Toby, 6 Blatchf. 138: 456.
Goodyear Dental Co. v. White, 46 Fed. 278: 744.
D. V. Co. v. Osgood, 2 B. & A. Pat. Cas. 529: 1297.
Goodyear Dental Vulcanite Co. v. Folsom, 3 Fed. 509: 811.
Goodyear D. V. Co. v. Osgood, 13 Off. Gaz. 325: 607, 1299.
Goodyear Dental, Vulcanite Co. v. White, 46 Fed. 278: 744.
Goodyear Shoe Machinery Co. v. Dancel, C. C. A., 119 Fed. 692: 725, 1422, 1423, 1898.
Goodyear Tire & Rubber Co. v. Rubber Tire Wheel Co., 164 Fed. 869: 855.
Gordon, *Ex parte*, 105 U. S. 515, 26 L. ed. 953: 1442.
Black, 503, 17 L. ed. 134: 1442.
Gordon, *Re*, 167 Fed. 239: 1360.
v. Calvert, 2 Sim. 253: 1026.
v. Cheltenham Ry. Co., 5 Beav. 229: 913.
v. Gordon, 3 Swanst. 400, 472, 478: 476, 1270.
v. Gilfoil, 99 U. S. 168, 178, 25 L. ed. 383, 386: 636.
v. Hobart, 2 Sumn. 401, at p. 405: 337, 348.
v. Hobart, 2 Story, 243: 1212.
v. Longest, 16 Peters, 97, 10 L. ed. 900: 1886, 1926.
v. Newman, 62 Fed. 686: 991.
v. Smith, C. C. A., 62 Fed. 503: 554, 556, 557.
v. Third Nat. Bank, 144 U. S. 97, 36 L. ed. 360: 474.
v. Third Nat. Bank, C. C. A., 56 Fed. 790: 2493.
v. Yost, 140 Fed. 79: 129.
Gordon Supply & Mfg. Co., *Re*, 129 Fed. 622: 2149.
Gore v. Purdon, 1 Sch. & Lef. 234: 1276.
Gorham v. Gorham, 3 Barb. Ch. (N. Y.) 24: 359.
v. Broad River Tp., 113 Fed. 83: 2466, 2467.
Gorham Mfg. Co. v. Emery B. T. D. E. Co., 92 Fed. 774, 780: 1356.
v. Weintraub, 176 Fed. 927: 471.
v. Weintraub, 180 Fed. 639: 625.
Gorman v. Havird, 141 U. S. 206, 207, 35 L. ed. 717, 718: 28, 1527, 2441.
Gorman-Wright Co. v. Wright, 134 Fed. 363, 67 C. C. A. 345: 200.
Gormley v. Bunyan, 138 U. S. 623, 635, 34 L. ed. 1086, 1090: 1053, 1077, 1142, 1146, 2546, 2554.
v. Clark, 134 U. S. 338, 33 L. ed. 909: 345, 1389.
Gormley & Jeffrey Tire Co. v. U. S. Agency, C. C. A., 177 Fed. 691: 876.

[References are to pages.]

Gormully & Jeffery Mfg. Co. v. Bretz, 64 Fed. 612: 1123.
Gorse v. Parker, 36 Fed. 840: 1299.
Goss v. Carter, C. C. A., 156 Fed. 746: 340.
Goss Printing Press Co. v. Scott, 148 Fed. 393: 1219.
v. Scott, 134 Fed. 880: 764.
v. Scott, 119 Fed. 941: 1229.
Gottlieb v. Alton Grain Co., 87 App. Div. (N. Y.) 380: 593.
Gottfried v. Crescent Brg. Co., 22 Fed. 433: 1233.
Gourley v. Plimsoll, L. R. H. C. P. 362: 1125.
Gould v. Head, 41 Fed. 240, 248: 450.
v. New York Life Ins. Co., 132 Fed. 927: 2161.
v. N. Y. Life Ins. Co., 132 Fed. 927: 2161.
v. Okeden, 4 Bro. P. C. 198: 322.
v. Sessions, C. C. A., 67 Fed. 163: 2357.
Gouyet, *Ex parte*, 175 Fed. 230: 1740.
Gov. Ames, The, 199 Fed. 587: aff'd. C. C. A., 187 Fed. 40, 48: 1321, 1328, 1337.
Gow, *Re*, 139 Cal. 242, 73 Pac. 145: 1476.
Gow v. William W. Braner S. S. Co., 113 Fed. 672: 1958.
Gowen v. Harley, 56 Fed. 973: 219.
Grace v. American Cent. Ins. Co., 109 U. S. 278, 3 Sup. Ct. 207, 21 L. ed. 932: 1173, 1833, 1837, 1838, 2541, 2547.
Graessler & Reichwald, *Re*, C. C. A., 154 Fed. 478: 2285, 2293.
Graffan v. Burgess, 117 U. S. 180, 29 L. ed. 839: 722, 1251.
Graham, *Ex parte*, 3 Wash. C. C. 456, 462: 1378.
10 Wall. 541, 19 L. ed. 981: 1442.
v. Bayne, 18 How. 60, 15 L. ed. 265: 2542.
v. Boston, H. & E. R. Co., 118 U. S. 161, 177, 30 L. ed. —, 204: 1419, 1777.
v. Boston, H. & E. R. Co., 14 Fed. 753: 1900.
v. Coape, 3 Myl. & Cr. 638: 688.
v. Coape, 9 Sim. 93, 102: 688.
v. Mason, 4 Cliff. 88: 677.
v. Meyer, 4 Blatchf. 129: 635.
Graham v. Norton, 15 Wall. 427, 21 L. ed. 177: 1452.
v. Railroad Co., 3 Wall. 704: 1271.
v. Spencer, 14 Fed. 603: 613.
v. St. Charles St. R. Co., 47 La. Ann. 215: 871.
v. Stucken, 4 Blatchf. 50: 0004, 1046.
v. Teter, 25 Fed. 555: 538.
Graham & M. Transp. Co. v. Craig Shipbuilding Co., 203 U. S. 577, 27 Sup. Ct. 777, 51 L. ed. 325: 1937.
Grand Chute v. Winegar, 15 Wall. 373, 375, 21 L. ed. 174, 175: 329, 338.
Grand Id. & W. C. R. Co. v. Sweeney, C. C. A., 95 Fed. 396: 2448.
v. Sweeney, C. C. A., 103 Fed. 342: 2451.
Grand Rapids S. F. Co. v. Haney S. F. Co., 92 Mich. 558, 16 L.R.A. 721, 31 Am. St. Rep. 611: 897.
Grand Trunk Ry. Co. v. Central Vt. Ry. Co., 85 Fed. 87: 320, 843.
v. C. Vt. R. Co., 88 Fed. 622: 408, 421, 823, 1013.
v. Central Vt. R. Co., 90 Fed. 163: 964.
v. Central Vt. R. Co., 91 Fed. 569: 807, 835, 965, 973.
v. Cummings, 106 U. S. 700, 27 L. ed. 266: 1600.
Grand Trunk R. Co. v. Twitchell, 59 Fed. 727, 8 C. C. A. 237, 21 U. S. App. 45: 1807, 1838, 1839, 1846, 1850, 1861, 1925.
Grand Trunk Western Ry. Co. v. Reddick, C. C. A., 160 Fed. 898: 474, 733, 734, 2414, 2542.
Granite City Bank, *Re*, C. C. A., 137 Fed. 818: 2036, 2111, 2128.
Grant, *Re*, 143 Fed. 661: 2131.
106 Fed. 496, 30 St. at L. 544, § 1: 2067.
v. Buckner, 172 U. S. 232, 238, 43 L. ed. 430: 363.
v. Grant, 3 Russ. 598, 602: 1050.
v. Grant, 5 Russ. 189: 1051.
v. Henry Clay Coal Co., 80 Pa. St. 208: 1079.

[References are to pages.]

Grant v. Lookout Mountain Co., 93 Tenn. 691, 27 L.R.A. 98: 1332.
v. Lowe, C. C. A., 89 Fed. 881: 2428, 2433.
v. National Bank of Auburn, 197 Fed. 581: 2030, 2170, 2185.
v. Phœnix Life Ins. Co., 121 U. S. 105, 30 L. ed. 905: 503.
v. Phœnix Mut. L. Ins. Co., 2431, 2491..
v. Phœnix Ins. Co., 106 U. S. 429, 27 L. ed. 237: 2421, 2431.
v. Phœnix Life Ins. Co., 121 U. S. 118: 2435.
v. Poillon, 20 How. 162, 15 L. ed. 871: 1937.
v. Raymond, 6 Pet. 218, 220, 8 L. ed. 376, 377: 675, 676, 2381.
v. Graham, Robert, The, 63 Fed. 167: 1943.
v. U. S., 1 Ct. Cl. 41: 371.
v. U. S., 227 U. S. 74, affirming 198 Fed. 708: 1094, 1095.
Grant Bros. *Re*, 106 Fed. 496, 5 Am. B. R. 837: 2055.
Grantland v. Memphis, 12 Fed. 287: 741, 749, 1350.
Frederick L. Grant, Shoe Co., *Re*, C. C. A., 130 Fed. 881, 12 Am. B. R. 349: 2060, 2204.
Grape C. C. Co. v. Farmer's L. & Tr. Co., C. C. A., 72 Fed. 708, 712: 1236.
v. Farmers' L. & Tr. Co., 80 Fed. 200: 661, 1254.
v. Farmers' L. & Tr. Co., 63 Fed. 893, 986: 1235, 1267.
Grapeshot, The, 9 Wall. 129, 19 L. ed. 651: 1935.
Gratiot v. U. S., 15 Pet. 336, 10 L. ed. 759: 1067.
Gratiot County v. Aylesworth, 159 U. S. 250, 40 L. ed. 146: 201.
Grattan v. Appleton, 3 Story, 755: 1281, 1283.
Gratton v. U. S., 15 Pet. 336, 10 L. ed. 759: 1067.
Graver v. Faurot, 162 U. S. 435, 40 L. ed. 1030: 149, 2367, 2380, 2381.
Graves, *Re*, 24 Fed. 550: 2242.
29 Fed. 60: 1632.
117 Fed. 798: 1605.
182 Fed. 443: 2130, 2138, 2158, 2194, 2228.
189 Fed. 847: 2252.
Graves v. Ashburn, 215 U. S. 331, 54 L. ed. 217: 331, 510.
Graves v. Neal, 57 L. ed. 816, 817: 570.
v. Boston Marine Ins. Co., 2 Cranch, 419, 2 L. ed. 324: 331.
v. Corbin, 132 U. S. 571, 10 Sup. Ct. 196, 33 L. ed. 462: 1806, 1925.
v. Wright, 2 Dru. & War. 77, 79: 844.
Graveville v. Minneapolis & St. L. R. Co., 16 Fed. 435 (3 McCrary, 385): 1906.
Gray v. Brignardello, 1 Wall. 627, 17 L. ed. 693: 1253, 1269.
v. Building Trades Council, 91 Minn. 171, 63 L.R.A. 753, 103 Am. St. Rep. 477, 97 N. W. 633, 1 Ann. Cas. 172: 871.
v. Campbell, 1 R. & M. 323: 720.
v. Chaplin, 2 Sim. & S. 267: 425.
v. Chicago, I. & N. R. Co., 1 Woolw. 63: 1366.
v. C. I. & N. R. Co., 1 Woodw. 63: 797, 799.
v. Grand Forks Mercantile Co., C. C. A., 138 Fed. 344: 2278, 2279, 2286, 2287.
v. Grand Trunk W. Ry. Co., C. C. A., 156 Fed. 736: 1010, 1011.
v. Grinberg, 147 Fed. 732: 198.
v. Grinberg, C. C. A., 159 Fed. 138: 198.
v. Haig, 13 Beav. 65: 707.
v. Havemeyer, C. C. A., 53 Fed. 174: 1295, 1572, 2450, 2451.
v. Howe, 108 U. S. 12, 27 L. ed. 634: 2360.
v. James, Pet. C. C. 394: 675.
v. Larrimore, 2 Abb. C. C. 542: 446.
v. Monroe, 1 McLean, 528: 1542.
v. Schneider, 119 Fed. 474: 1129, 1163.
Gray Jacket, The, 5 Wall. 342, 18 L. ed. 646: 2532, 2537.

[References are to pages.]

Grayson v. Virginia, 3 Dall. 320, 1 L. ed. 619: 579, 0007.
Greacen v. Bean, 15 A. J. Law (3 J. S. Green) 460: 1853.
Gt. Western Tel. Co. v. Burnham, 162 U. S. 339, 40 L. ed. 991: 2401.
Greek Mfg. Co., *Re*, (E. D. Pa.) 164 Fed. 211: 2129.
Great Falls Mfg. Co. v. Att'y. Gen., 124 U. S. 581, 31 L. ed. 527: 371, 2302, 2305.
Great Northern Ry. Co. v. Herron, C. C. A., 136 Fed. 49: 715, 725, 1439.
v. Western Union Tel. Co., C. C. A., 174 Fed. 321: 691, 2570.
Great Southern Fire Proof Hotel Co. v. Jones, 86 Fed. 370, 30 C. C. A. 108: 141.
v. Jones, 177 U. S. 449, 44 L. ed. 842: 141.
Great Western, The, 118 U. S. 520, 6 Sup. Ct. 1172, 30 L. ed. 156: 1992, 1997.
Great Western Mfg. Co., *Re*, C. C. A., 152 Fed. 123: 2172, 2177.
Great Western Tel. Co. v. Purdy, 162 U. S. 329, 40 L. ed. 986: 362, 779.
Great Western Min. & Mfg. Co. v. Harris, 198 U. S. 561, 25 Sup. Ct. 770, 49 L. ed. 1163: 361, 362.
Greathouse's Case, 2 Abb. U. S. 382: 1479.
Greatrex v. Greatrex, 1 De G. & Sm. 692: 899.
Gregg v. Mitchell, C. C. A., 20 L.R.A.(N.S.) 148, 166 Fed. 725.
v. Metropolitan Tr. Co. C. C. A., 124 Fed. 721: 959.
v. Metropolitan Tr. Co., 197 U. S. 183, 49 L. ed. 717: 657, 959, 961.
Gregor v. Molesworth, 2 Ves. Sen. 109: 1265, 1402, 1403.
Gregory, *Re*, C. C. A., 27 L.R.A.(N. S.) 613, 174 Fed. 629: 2217.
v. Atkinson, 127 Fed. 183: 2031, 2172.
v. Chicago, M. & St. P. R. Co., 10 Fed. 529: 1128.
v. Ingwersen (1880), 32 N. J. Eq. 199: 319.
Gregory v. Hartley, 113 U. S. 742, 28 L. ed. 1150: 1824.
v. McVeigh, 23 Wall. 294, 23 L. ed. 156: 2401.
v. Pike, C. C. A., 64 Fed. 415: 2496, 2505, 2508.
v. Pike, 67 Fed. 835, 836: 701, 821, 830, 860, 1166, 1168, 1284, 2534.
v. Pike, C. C. A., 67 Fed. 837: 700, 701, 841.
v. Pike, C. C. A., 77 Fed. 241: 2571.
v. Pike, 79 Fed. 520: 589.
v. Stetson, 133 U. S. 579, 33 L. ed. 792: 444.
v. Van Ee, 160 U. S. 643, 40 L. ed. 566: 840, 2376.
Gregory Consol. Min. Co. v. Starr, 141 U. S. 222, 227, 35 L. ed. 715, 717: 2561.
Gresley v. Mousley, 4 De G. & J. 78, 99: 1271.
Grether v. Wright, C. C. A., 75 Fed. 742, 23 C. C. A. 498, 43 U. S. App. 770: 344, 786.
Greaves v. Neal, 57 Fed. 816, 817: 1570.
Greeley v. Commissioner, 6 Fisher, 675: 537.
v. Lowe, 155 U. S. 58, 39 L. ed. 69: 194.
v. Smith, 3 Story, 658: 741.
Greely v. Townsend, 25 Cal. 604, 613: 2397.
Green, *Ex parte*, 114 Fed. 959: 1510.
165 Fed. 557: 1522.
Green v. Brooks, 28 Fed. 215: 24.
v. Chicago, B. & Q. Ry. Co., 147 Fed. 767: 575, 584.
v. Chicago, B. & Q. Ry. Co., 205 U. S. 530, 51 L. ed. 916: 584.
v. Chicago, S. & C. R. Co. C. C. A., 49 Fed. 907: 2560.
v. Custard, 23 How. 484, 16 L. ed. 471: 1899.
v. Davis, C. C. A., 156 Fed. 352: 1602.
v. Elbert, 63 Fed. 308: 96.
v. Elbert, 137 U. S. 615, 34 L. ed. 792: 2505, 2530.
v. Fisk, 103 U. S. 518, 26 L. ed. 486: 2432.
v. Fisk, 154 U. S. 668, and 26 L. ed. 486: 2442.
v. French, 5 N. J. L. J. 228: 1300, 1301.
v. Hanberry, 2 Brock. 403: 864.

[References are to pages.]

Green v. Mills, C. C. A., 30 L.R.A. 90, 69 Fed. 852: 328, 329
v. Myers (Mo. App.), 72 S. W. 128: 593.
v. Neal's Lessee, 6 Pet. 291, 8 L. ed. 402: 1568.
v. Oemler, 151 Fed. 936: 62, 68.
v. Rogers, 56 Fed. 220: 96.
v. Stone, 34 Atl. 1099: 692.
v. Stone, 54 N. J. Eq. 387, 55 Am. St. Rep. 577: 692.
v. Terwilliger, 56 Fed. 384, 393: 485, 788, 1090, 1091.
v. Turner, 80 Fed. 41: 691.
v. Underwood, C. C. A., 86 Fed. 427: 636, 637.
v. U. S., 9 Wall. 655, 19 L. ed. 806: 1087.
v. U. S., 17 Ct. Cl. 174: 2315.
v. U. S., 18 Ct. Cl. 93: 2351.
v. Valley, 101 Fed. 882: 88, 1819.
v. Van Buskirk, 3 Wall. 448, 18 L. ed. 245: 2492.
v. Watkins, 6 Wheat. 260, 5 L. ed. 256: 738.
v. Winter, 1 J. Ch. (N. Y.) 60: 979, 995.
Green Bay & M. Canal Co. v. Norrie, C. C. A., 128 Fed. 896, affirming 118 Fed. 923: 2487, 2489.
v. Patten P. Co., 172 U. S. 58, 43 L. ed. 364: 2404.
Greenberg, *Re*, 106 Fed. 496: 2064, 2117.
C. C. A., 175 Fed. 1020: 2105.
106 Fed. 496: 2064.
114 Fed. 773: 2248.
Green County, Kentucky v. Thomas' Executor, 211 U. S. 598: 45, 2466, 2473.
Greene, *Re*, 52 Fed. 104: 1480.
141 U. S. 325, 35 L. ed. 765: 1445.
106 Fed. 313: 2072.
141 U. S. 325, 35 L. ed. 765: 1449.
Greene v. Aurora Rys. Co., 158 Fed. 909: 780, 786.
v. Bishop, 1 Cliff. 186: 884.
v. Buckley, 120 Fed. 955: 405.
v. Henkel, 183 U. S. 249, 46 L. ed. 177: 1628, 1629, 1631, 1632.
v. Klinger, 10 Fed. 689: 1789, 1811.
v. Klingler, Fed. Cas. No. 5,767: 1808.
Greene v. Sisson, 2 Curtis, 171: 420, 435, 453.
v. Star C. & P. Car Co., 99 Fed. 656: 951, 953.
v. Tacoma, 53 Fed. 562: 28, 32.
v. United Shoe Mach. Co. C. C. A., 124 Fed. 961: 2514.
v. U. S., C. C. A., 151 Fed. 401; *certiorari* denied, 207 U. S. 596, 52 L. ed. 357: 1692, 1707, 1708, 1709.
Greene County v. Kortrecht, C. C. A., 81 Fed. 241: 52.
Greenough v. Gaskell, 1 Myl. & K. 100: 1123.
Greenfield v. U. S. Mtg. Co., 133 Fed. 784: 24, 34, 35.
Greenhall v. Carnegie Tr. Co., 180 Fed. 812: 430, 1057, 2164.
Greenlaw v. Williams, 70 Tenn. (2 Lea) 533: 1889.
Greenleaf on Evidence, §§ 504-506: 1077.
v. National Ass'n, 130 Fed. 209: 1894.
v. Queen, 1 Pet. 138, 148, 7 L. ed. 85, 89: 762.
Greenlee v. McDowell, 4 Ired. Eq. (N. C.) 481: 1407.
Green River Deposit Bank v. Craig, 110 Fed. 137: 2076, 2077.
Greenwald, *Re*, 77 Fed. 590: 1741, 513.
Greenwalt v. Duncan, 16 Fed. 35: 513, 694.
Greenwich Ins. Co. v. Carroll, 125 Fed. 121: 325, 429.
v. N. & M. Friedman Co., C. C. A., 142 Fed. 944: 668.
Greenwood v. Atkinson, 5 Sim. 419: 771.
v. Bracher, 1 Fed. 856: 880.
v. Churchill, 1 M. & K. 559: 509.
v. Dover, C. C. A., 194 Fed. 91: 539.
v. Freight Co., 105 U. S. 13, 26 L. ed. 961: 516, 518, 521.
Grew v. Breen, 12 Met. (Mass.) 369, 46 Am. Dec. 687: 758.
v. Barney, 19 Fed. 420: 648.
Gribble v. Pioneer Press Co., 15 Fed. 689: 1170, 1916.
Grice, *Re*, 79 Fed. 627: 1476.
Gridley v. Gridley, 7 N. Y. Civ. Proc. 215: 792.
v. Westbrook, 23 How. 503, 16 L. ed. 412: 1896.
v. Wynant, 23 How. 500, 16 L. ed. 411: 422, 434.

[References are to pages.]

Grieb v. Equitable Life Assurance Society, 189 Fed. 498: 1118.
Griesa v. Mutual Life Ins. Co., C. C. A., 165 Fed. 48: 933.
Griesa v. Mutual Life Ins. Co., C. C. A., 169 Fed. 509: 321, 1117.
Griffin, *Re*, 180 Fed. 792: 2233.
Griffin v. Am. Gold Min. Co., C. C. A., 136 Fed. 69: 1536.
v. Dutton, C. C. A., 165 Fed. 626: 2071.
v. Griffin, 112 Mich. 87, 70 N. W. 423: 695.
v. Merrill, 10 Md. 364: 503.
Griffin, The, 4 Blatchf. 203: 1154.
v. U. S., 13 Ct. Cl. 257: 2325, 2326, 2327, 2328.
v. Wilcox, 21 Ind. 370: 1504.
Griffin Bros., *Re*, 154 Fed. 537: 2246.
Griffin Wheel Co. v. Smith, C. C. A., 173 Fed. 245: 1552.
Grifling v. Gibb, 2 Black, 519, 17 L. ed. 353: 639.
Griffith v. Griffith, 2 Ves. Sen. 400: 1026.
v. Truckhomer, Pet. C. C. 166: 1071.
v. Wright, 21 Wash. 494, 58 Pac. 582: 789.
Grignard Lithographic Co., In re, 155 Fed. 699: 1008.
158 Fed. 557: 2216.
Grimball, *Ex parte*, 61 Ala. 598: 1882.
Grimes, *Re*, 96 Fed. 529, 534: 2168, 2219, 2220.
v. French, 2 Atk. 141: 558.
Grimley, *Re*, 137 U. S. 147, 34 L. ed. 644: 1502.
Grin, *Re*, 112 Fed. 790 (affirmed in 187 U. S. 181, 23 S. Ct. 98, 47 L. ed. 130): 1634, 1637.
Shine, 187 U. S. 181, 23 St. Ct. 98, 47 L. ed. 130 (affirming 112 Fed. 790): 1634.
Grindrod v. Crine, 22 Fed. 257: 1787, 1789, 1811.
Gring v. Chesapeake & Delaware Canal Co., 129 Fed. 996: 911.
Grisham v. State, 19 Tex. App. 504: 1712.
Grissler, *Re*, C. C. A., 136 Fed. 754: 2175.
Griswold v. Hazard, 141 U. S. 260, 35 L. ed. 678: 321, 1051.
Griswold v. Hill, 1 Paine, 483: 742, 751, 754, 1269.
Groel v. United El. Co., 132 Fed. 252: 104.
Groetzinger & Sons, *Re*, C. C. A., 27 Fed. 124: 2284.
Groff v. Boesch, 50 Fed. 660: 2565.
v. Hagan, 13 Misc. (N. Y.) 322, 34 N. Y. Supp. 462: 792.
Groom, *Ex parte*, 40 Alabama, 731: 1831, 1832.
v. Chambers, 2 Mont. & Ayr. 742: 1206.
v. Mortimer Land Co., C. C. A., 192 Fed. 849: 1333, 1807.
Gross v. Clark, 87 N. Y. 272, 276: 793.
v. George W. Scott Mfg. Co., 48 Fed. 35: 444.
v. Palmer, 105 Fed. 833: 1159.
v. U. S. Mortgage Co., 108 U. S. 477, 27 L. ed. 795: 2404: 2405.
Gross & Phillipps Mfg. Co. v. Gerhard, 8 Rep. 136: 1340.
Grossman, *Re*, 111 Fed. 507: 2267.
Grosvenor v. Dashiell, 62 Fed. 584: 489.
Groton Bridge & Mfg. Co. v. Clark Pressed Brick Co., 126 Fed. 552: 657, 1607, 1608.
v. American Bridge Co., 137 Fed. 284: 1765, 1818, 1830, 1852, 1855.
v. Am. Bridge Co., 151 Fed. 871: 1571.
Grotty v. Chicago Great Western Ry. Co., C. C. A., 169 Fed. 593: 2570.
Grote v. Bury, 1 W. R. 92: 1021.
Grove, *Re*, C. C. A., 180 Fed. 62: 1373, 1383, 1590, 1595, 2477.
v. Grove, 93 Fed. 865: 99, 407, 1262.
Grover v. Faurot, 162 U. S. 435, 40 L. ed. 1030: 2380.
Glover v. Manila Gold Min. & Mill Co., 19 S. D. 559, 104 N. W. 261: 942.
Groves v. Senteel, 153 U. S. 465, 38 L. ed. 785: 568.
v. Senteel, 66 Fed. 179: 568, 2562.
v. Slaughter, 15 Pet. 449, 10 L. ed. 800: 1568.
Grow v. Wilman, 3 N. Y. St. Rep. 281: 1853, 1854, 1856.

[References are to pages.]

Grubb v. Clayton, 2 Hayw. (N. C.) 378: 656.
Grubbs-Wiley Grocery Co., *Re*, 96 Fed. 183: 2212.
Gruetter, *Ex parte*, 217 U. S. 586, 54 L. ed. 892: 1447.
Gruetter v. Cumberland Tel. & T. Co., 181 Fed. 248: 471, 1769, 1835.
Grundy v. Young, 2 Cranch. C. C. 114: 925.
Grumbel v. Pitkin, 113 U. S. 545, 28 L. ed. 1128: 2425.
Guan Lee v. U. S., C. C. A., 198 Fed. 596, 601: 1090, 2419.
Guarantee Co. v. Phenix Ins. Co., C. C. A., 124 Fed. 170: 2557, 2573.
v. Hanway, C. C. A., 104 Fed. 369: 0012, 1823.
v. Chicago Union Traction Co., 158 Fed. 1015: 987.
v. Chicago Rys. Co., C. C. A., 185 Fed. 411: 1032, 1331: 1336.
Guarantee Co. of North America v. First Nat. Bank (Virginia), 28 S. E. 909: 128, 140, 1841.
v. Mechanics' Sav. Bank & Trust Co., C. C. A., 80 Fed. 766: 1802, 1913.
v. Phenix Ins. Co., C. C. A., 124 Fed. 170: 2478.
Guarantee Co. of North Dakota v. Hanway, 104 Fed. 369, 44 C. C. A. 312: 61, 66, 82, 1912.
Guarantee Gold Bond Loan & Sav. Co. v. Edwards, C. C. A., 164 Fed. 809: 1212, 1233, 1234.
v. Galveston City R. Co., 107 Fed. 311: 349.
v. Chicago Union Traction Co., 175 Fed. 284: 1012.
v. Green Cove Springs Co., 139 U. S. 137, 11 Sup. Ct. 512, 35 L. ed. 116: 422.
v. Koeler, C. C. A., 195 Fed. 669: 1561, 2550.
v. Metropolitan St. Ry. Co., 168 Fed. 937, aff'd. C. C. A., 177 Fed. 925: 1235, 1236, 1238, 1242, 1243, 1244.
v. Metropolitan Ry. Co., C. C. A., 177 Fed. 925: 211, 0011, 1003.
Guarantee Gold Bond Loan & Sav. Co. v. New York Philadelphia & L. V. Traction Co., 160 Fed. 761: 963.
v. Northern Chicago St. Ry. Co., C. C. A., 130 Fed. 801: 166.
v. Second Ave. R. Co., 165 Fed. 487: 146, 148.
v. Second Ave. R. Co., 171 Fed. 1020: 148.
v. Duluth & W. R. Co., 70 Fed. 803: 825, 834.
Guarantee Title & Trust Co. v. Title Guaranty & Surety Co., 224 U. S. 152, 56 L. ed. 706, reversing C. C. A., 174 Fed. 385: 2210.
v. First Nat. Bank, C. C. A., 185 Fed. 373: 2323.
v. Pearlman, 144 Fed. 550: 2104.
Guardian Assur. Co. of London v. Quintana, 227 U. S. 100, 57 L. ed. 269, 1589, 1593.
Guardian Fire Ins. Co. v. Central Glass Co., C. C. A., 194 Fed. 851: 1550, 1596.
Guardian Trust Co. v. Kansas City Southern Ry. Co., C. C. A., 146 Fed. 337: 157.
Gubbins v. Laughtenschlager, 75 Fed. 615: 716, 717, 730.
Gudger v. Western N. C. R. Co., 21 Fed. 81: 109, 1790, 1793.
v. Western N. C. R. Co. (North Carolina), 87 N. C. 325: 1789.
Guernsey v. Cross, 153 Fed. 827: 1906, 1907.
Guiding Star, The, 18 Fed. 263: 1978.
Guinzburg v. Joseph, 126 N. Y. Supp. 324: 711.
Guinault v. Louisville & N. R. Co. (Louisiana), 42 La. Ann. 52, 7 South. 62: 1836.
v. Louisville & N. R. Co., 41 La. Ann. 571, 6 South. 850: 1842.
Guinn v. Lee, 6 Pa. Super. Ct. 646: 458.
Guilbert, *Re*, 154 Fed. 676: 2238, 2239.
v. Hawles, 1 Ch. Cas. 40: 1166.
Guion v. Liverpool, L. & G. Ins. Co., 109 U. S. 173, 27 L. ed. 895: 2447.
Guiteau's Trial 741, 896: 602.

[References are to pages.]

Gulf Bag Co. v. Suttner, 124 Fed. 467: 870.
Gulf, Col. & Santa Fe Ry. Co. v. Dennis, 224 U. S. 503, 56 L. ed. 860: 2488.
v. James, 48 Fed. 148, 150: 715.
v. Jackson, 64 Fed. 79: 1592.
v. Johnson, C. C. A., 54 Fed. 474, 481: 2543.
C. C. A., 54 Fed. 474, 481: 2543.
Gulf Refining Co. v. Vincent Oil Co., C. C. A., 185 Fed. 87, 89: 1043.
Gulf & S. I'd R. Co. v. Hewes, 183 U. S. 66, 46 L. ed. 86: 2404.
Gulick, *Re*, 186 Fed. 350: 2257, 2258.
190 Fed. 52: 2252.
Gumbel v. Pitkin, 113 U. S. 545, 28 L. ed. 1128: 2450, 2465, 2505, 2509.
v. Pitkin, 124 U. S. 131: 143, 827.
Gunby v. Armstrong, C. C. A., 133 Fed. 417: 94, 146, 945.
Gunn v. Black, 60 Fed. 151: 1231, 1391, 2545.
v. Brinckley Car Works & Mfg. Co., 66 Fed. 382: 332.
v. Ewan, 93 Fed. 80: 1033, 1997.
Gunnell v. Bird, 10 Wall. 304, 308, 19 L. ed. 913, 915: 755.
Gunnison County v. Rollins, 173 U. S. 255, 43 L. ed. 689: 1596.
Gunter v. Atlantic Coast Line R. R. Co., 200 U. S. 273, 50 L. ed. 477: 389, 661.
Gunther v. Liverpool, L. & G. Ins. Co., 10 Fed. 830: 1324, 1909.
Guppy v. Brown, 4 Dall. 410, 1 L. ed. 887: 1154.
Gurnee v. Brunswick County, Fed. Cas. No. 5,872 (1 Hughes, 270): 1775, 1816.
v. Patrick County, 137 U. S. 141, 11 Sup. Ct. 34, 34 L. ed. 601: 1927.
Gurney v. Atlantic & G. W. Ry. Co., 58 N. Y. 358: 967.
v. Crockett, Abb. Adm. 490: 1935.
Gustafson v. Chicago, R. I. & P. Ry. Co., 128 Fed. 85: 1783, 1814.
Gustin v. Record Pub. Co., 127 Fed. 603: 1433.
Gut Lun, *Re*, 83 Fed. 141: 1515.
84 Fed. 323: 1515.
Gutman, *Re*, 114 Fed. 1009: 1012.
197 Fed. 472: 2168.
v. U. S., 6 Ct. Cl. 111: 2324.
Gutterson & Gould v. Lebanon Iron & Steel Co., 151 Fed. 72: 945, 1004, 1031.
Gutwillig, *Re*, C. C. A., 92 Fed. 337: 2098; 90 Fed. 481: 2099.
v. Zuberbier, 28 Fed. 721: 1850.
Guy, The, 9 Wall. 758, 19 L. ed. 710: 1935.
v. Guy, 2 Beav. 460: 357, 358, 802.
Guyon v. Serrell, 1 Blatchf. 244: 1273.
Guyot v. Hilton, 32 Fed. 743: 1127.
G. V. B. Min. Co. v. First Nat. Bank, 95 Fed. 23, 33, 36 C. C. A. 663: 1851, 1853.
Gwin v. Breedlove, 15 Pet. 284, 10 L. ed. 740: 2520.
G. W. Tel. Co. v. Burnham, 162 U. S. 339, 40 L. ed. 991: 2422.
Gwynne v. Roe, 4 Ohio (4 Ham.), 435: 116.
Gypsum King, The, C. C. A., 172 Fed. 1022: 2536.
Gypsum Prince, The, C. C. A., 67 Fed. 612: 1985.

H.

Haase, *Re*, 155 Fed. 553: 2252.
Haas v. Henkel, 216 U. S. 462, 54 L. ed. 569: 1630, 1631.
Haarmann-DeLaire-Schaffer Co. Co. v. Leuders, 135 Fed. 120: 776, 777, 779.
Hack v. Chicago & G. S. Ry. Co., 23 Fed. 356: 103, 840, 1789, 1792, 1806, 1807, 1808.
Hackett v. Northern Pac. Ry. Co., 140 Fed. 717: 1178.
Hadden v. Dooley, C. C. A., 74 Fed. 429: 920, 921, 2563.
Hadden Rodee Co., *Re*, 135 Fed. 886: 2028.
Haddock v. Haddock, 201 U. S. 562, 50 L. ed. 867, 5 Ann. Cas. 1: 654.
Haddox v. Richardson, C. C. A., 168 Fed. 635: 1749.
Hadfield v. N. W. Life Assur. Co., 105 Fed. 530: 1832, 1849.
Hadley v. Dunlap, 10 Ohio St. 1: 109, 1889.
Haehnlen v. Drayton, C. C. A., 192 Fed. 300: 962, 1333.

[References are to pages.]

Haensell, *Re*, 91 Fed. 355: 2166.
Haesler-Kohlhoff Carbon Co., *Re*, 135 Fed. 867: 2261.
Haff, *Re*, C. C. A., 136 Fed. 78, 81: 2083, 2084.
Haff v. Spicer, 3 Caines (N. Y.), 190: 1085.
Hagan v. Blindell, C. C. A., 56 Fed. 696: 871.
v. Lucas, 10 Pet. 400, 9 L. ed. 470: 151.
v. Walker, 14 How. 29, 37, 14 L. ed. 312, 316: 407.
Hagar, *Re*, 104 U. S. 520, 26 L. ed. 816: 1442, 1935.
Hagenbeck v. Hagenbeck Zoo A. Co., 59 Fed. 14: 332, 939.
Hager, *Re*, 166 Fed. 972, La.: 2177.
Hager v. Swayne, 149 U. S. 242, 247, 37 L. ed. 719, 721: 2322.
Hagerla v. Mississippi River Power Co., 202 Fed. 771: 1809.
v. Mississippi River Power Co., 202 Fed. 776: 1913.
Haggart v. Wilczinski, C. C. A., 143 Fed. 22: 558.
Hagge v. Kansas City S. Ry. Co., 104 Fed. 391, 393: 37, 46.
Haggerty, *Ex parte*, 124 Fed. 441: 437.
v. Badkin, (N. J. Ch.) 66 Atl. Rep. 420: 2257.
Haggin v. Lewis, 66 Fed. 199: 61.
Hagood v. Southern, 117 U. S. 52, 29 L. ed. 805: 390, 392.
Hagstoz v. Mutual Life Ins. Co. of New York, 179 Fed. 569: 613.
Haight v. Porprietors Morris Aqueduct, 4 Wash. 601, 605: 684, 1082.
Haight & Freese Co., *Re*, C. C. A., 164 Fed. 688: 942, 952, 1468.
v. Weiss, C. C. A., 156 Fed. 328: 941, 945, 1020, 1044, 1211, 1212, 1230, 2513.
v. Weiss, C. C. A., 165 Fed. 430, 164 Fed. 688: 1331, 1339.
Haines v. Carpenter, 1 Woods, 262: 501.
v. Carpenter, 91 U. S. 254, 23 L. ed. 345: 856.
v. McLaughlin, 12 Sawyer, 126: 1321.
v. McLaughlin, 29 Fed. 70: 1321.
Hair v. Burnell, 106 Fed. 280: 1455.
Haire v. Rome R. Co., 57 Fed. 321: 1800, 1812, 1868.
Hake v. Brown, 37 Fed. 783: 1264.
v. Brown, 44 Fed. 734: 1299, 1322, 1323, 1325, 1326.
Hakes v. Burns, 40 Fed. 33: 1789, 1819, 1865.
Haldane v. U. S., C. C. A., 69 Fed. 819: 2529.
Hale, *Re*, 139 Fed. 496: 1096, 1381.
Hale v. Akers, 132 U. S. 554, 33 L. ed. 442: 2406.
v. Allinson, 188 U. S. 56, 47 498.
v. Bugg, 82 Fed. 33: 165, 171.
v. Coffin, 114 Fed. 567: 163, 362.
v. Continental L. Ins. Co., 12 L. ed. 380: 333, 361, 362, Fed. 359: 611.
v. Continental Life Ins. Co., 20 Fed. 344: 615, 616.
v. Fallon, 4 N. J. L. J. 308: 1856.
v. Frost, 99 U. S. 289, 25 L. ed. 419: 957, 963, 969.
v. Hardon, 89 Fed. 283, 287, 288: 362, 995, 998.
v. Henkel, 201 U. S. 43, 50 L. ed. 652: 1094, 1096, 1104, 1110, 1621, 1701, 1718.
v. Hilliker, 188 U. S. 739, 47 L. ed. 677: 361.
v. Kansas City So. Ry. Co., C. C. A., 120 Fed. 735: 1576.
v. State, 55 Ohio St. 210: 1354.
v. Tyler, 104 Fed. 757: 2474.
v. Tyler, 115 Fed. 833: 160, 162, 163, 347.
v. Washington Ins. Co., 2 Story (U. S.) 176, 11 Fed. Cas. No. 5,916: 1952.
Hales v. Sutton, 1 Dickens, 26: 587.
Haley, *Re*, C. C. A., 158 Fed. 74: 2034, 2035, 2169.
Hall, *Re*, 170 Fed. 721: 2255.
Hall v. Ames, 182 Fed. 1008: 158.
v. Ames, C. C. A., 190 Fed. 138: 149, 2489.
v. Bodily, 1 Vernon, 470; Carey v. Jones, 8 Ga. 516: 627.
v. Bridgeport Tr. Co., 122 Fed. 163: 783.
v. Brooks, 14 Fed. 113 (21 Blatchf. 167): 1881, 1924.
v. Chattanooga Agricultural Works, 48 Fed. 599, 605: 1831, 1844, 1845, 1860, 1865.

[References are to pages.]

Hall v. Chicago, R. I. & P. Ry. Co., 149 Fed. 654: 64.
v. Chisholm, C. C. A., 117 Fed. 807: 1979.
v. Eve, 4 Ch. D. 341, 345: 478.
v. Fairweather, 18 Times Rep. 58: 699.
v. Frank, 195 Fed. 946: 640.
v. Gambrill, C. C. A., 92 Fed. 32: 2450.
v. Great Northern Ry. Co., (D. Montana) 197 Fed. 488: 124.
v. Hoddlesdon, 2 Ves. Sen. 497: 1114.
v. Hoddlesdon, 2 P. Wms. 162; Anon., Amb. 237: 1114.
v. Jordan, 19 Wall. 271, 22 L. ed. 47: 2561.
v. L. & N. W. Ry. Co., 35 L. T. 848: 1121.
v. Lycordet, W. N. (1883) 175: 1124.
v. Maltby, 6 Price, 240: 484.
v. McKinnon, C. C. A., 193 Fed. 572: 817.
v. North Pacific Coast R. Co., 134 Fed. 309: 1942.
v. Pitrat, 45 Fed. 94: 318.
v. Stevenson, 19 Oregon, 153, 23 Pac. 887: 1884.
& Stilson Co., *Re*, 73 Fed. 527: 171.
v. Tevis, 177 Fed. 600: 1837.
v. Union P. R. Co., 3 Dill. 515: 1462.
v. U. S., 9 Ct. Cl. 270: 2306.
v. U. S., C. C. A., 152 Fed. 420: 1675.
v. Weare, 92 U. S. 728, 23 L. ed. 500: 1553, 2553.
v. Western Union Tel. Co., C. C. A., 162 Fed. 657: 1562.
v. Wood, 1 Paige (N. Y.), 404: 627.
v. Young, 3 Pick. (Mass.) 80, 15 Am. Dec. 180; Sartori v. Hamilton, 13 N. J. L. 407: 0016.
Hallenborg v. Greene, 84 N. Y. Supp. 319: 711.
v. Greene, 87 App. Div. 259: 711.
Hallett v. Hallett, 2 Paige (N. Y.), 15: 423.
v. Hallett, 2 Peige (N. Y.), 432: 822.
v. Sutton, 12 Simons, 145, note: 587.
Hallin, 199 Fed. 806: 2080, 2081.
Halpin v. Amerman, C. C. A., 138 Fed. 548: 2414.
v. Mutual Brewing Co., 20 App. Div. (N. Y.) 583, 590: 553.
Halsell v. Renfrow, 202 U. S. 287, 292, 50 L. ed. 1032: 2361.
v. Brotherhood, 45 L. T. (N. S.) 640: 897.
v. Carter, 6 Robertson (N. Y.), 535: 800.
v. Diamond Distilleries Co., C. C. A., 191 Fed. 498: 2212.
El. Generator Co., *Re*, 163 Fed. 118: 2058, 2194.
El. Generator Co., *Re*, 175 Fed. 825: 2210.
v. Goddard, 86 Fed. 25: 485, 488, 497.
Halsted v. Buster, 119 U. S. 341, 30 L. ed. 462: 723.
Haly v. Goodson, 2 Mer. 77: 864.
Hamaguchi, *Ex parte*, 161 Fed. 185: 1499.
Hamblin v. Bishop, 41 Fed. 74: 321.
v. Chicago, B. & Q. R. Co. 43 Fed. 401: 67, 1902, 1914.
v. Western Land Co., 147 U. S. 531, 37 L. ed. 267: 2508.
Hamburg-Bremen Fire Ins. Co. v. Pelzer Mfg. Co., C. C. A., 76 Fed. 179, 481: 1427, 1605, 1606.
Hamersley v. Lambert, 2 Johns. Ch. (N. Y.) 508: 354.
Hamilton, *Re*, 133 Fed. 823: 2246, 2248.
The, 207 U. S. 398, 52 L. ed. 264: 1940, 1943.
Automobile Co., *Re*, C. C.A., 198 Fed. 856: 2280.
v. Accessory T. Co., 26 Barb. (N. Y.) 46: 943.
v. Baldwin, 41 Fed. 429: 1278.
v. Brewster, 2 Molloy 407: 1026.
v. Chouteau, 6 Fed. 339: 151.
v. David C. Beggs Co., 171 Fed. 157: 1003.
v. Fowler, 83 Fed. 321: 1880, 1895, 1904.
v. Houghton, 2 Bligh. P. C. 169: 1390.
v. Jones, 2 Hayw. 291: 749.
v. Levison, 198 Fed. 444: 667.
v. Nevada G. & S. M. Co., 33 Fed. 562, 568: 730.

[References are to pages.]

Hamilton v. Savannah, F. & W. Ry. Co., 49 Fed. 412: 444.
v. Selig, 195 Fed. 153: 667.
v. Walsh, 23 Fed. 420:
Hamilton-Brown Shoe Co. v. Saxey, 32 S. W. 1106: 870.
v. Saxey, 131 Mo. 212, 52 Am. St. Rep. 622: 870.
Hamilton Gas Light Co. v. Hamilton City, 146 U. S. 258, 265, 13 Sup. Ct. Rep. 90, 36 L. ed. 963: 69.
Hamilton Nat. Bank of Chicago v. Balcomb, C. C. A., 177 Fed. 155: 2184.
Hamlet v. Fletcher, 24 Fed. 305: 1791, 1811.
Hamlin v. Toledo, St. L. & K. C. R. Co., 36 L.R.A. 826, 78 Fed. 664, 672: 824, 825, 841, 2429.
Hamlyn v. Lee, cited in Seton on Decrees, 413: 1001.
Hammacher v. Wilson, 32 Fed. 796: 1228.
Hammerschlag Mfg. Co. v. Judd, 26 Fed. 292: 1081.
Hammerstein, *Re*, C. C. A., 189 Fed. 37: 2244, 2251.
Hammerstein v. Lyne, 200 Fed. 165, 172: 98, 126.
Hammock v. Farmers' L. & Tr. Co., 105 U. S. 77, 26 L. ed. 1111: 1268.
Hammond, *Re*, 188 Fed. 1020: 2176.
Hammond Buckle Co. v. Weld, C. C. A., 72 Fed. 171: 876.
v. Cleveland, 23 Fed. 1: 24, 25, 26.
v. Hudson R. I. & N. Co., 20 Barb. (N. Y.) 386: 406
v. Johnston, 142 U. S. 73, 35 L. ed. 941: 2406.
Hammond Lumber Co. v. Sailors' Union of the Pacific, 149 Fed. 577: 1096.
v. Sailors' Union of the Pacific, 167 Fed. 809: 1094, 1095, 1099.
v. Whittredge, 204 U. S. 538, 51 L. ed. 606, 2166.
Hammonds, *Re*, 198 Fed. 574: 2217.
Hammer v. Scott (C. C. A.), 60 Fed. 343: 1536, 2423.
Hampton v. Norfolk & W. Ry. Co., C. C. A., 127 Fed. 662: 963.
Hampton Roads Ry. & El. Co. v. Newport News & O. P. Ry. & El. Co., 131 Fed. 534: 94, 146.
Hampton Stave Co. v. Gardner, C. C. A., 154 Fed. 805: 29.
Hamrick, *Re*, 175 Fed. 279: 2040, 2083.
Hanaway v. Guarantee Savings, Loan & Investment Co., C. C. A., 143 Fed. 962: 2555.
Hanchett v. Blair, 100 Fed. 817, 41 C. C. A. 76: 127, 133, 1920.
v. Humphrey, 93 Fed. 895-897: 1321, 1322.
Hancock v. Holbrook, 112 U. S. 229, 5 Sup. Ct. 115, 28 L. ed. 714: reversing decree 9 Fed. 353 (4 Woods, 52): 1929.
v. Louisville & N. R. Co., 145 U. S. 409, 36 L. ed. 755: 1575.
v. Walsh, 3 Woods, 351: 442.
Hand v. Hagood, 131 U. S. clxxxi, and 26 L. ed. 301: 2423.
Handford v. Storie, 2 Sim. & S. 196: 424.
Handlan v. Walker, C. C. A., 200 Fed. 566: 665.
Handley v. Stutz, 137 U. S. 366, 11 Sup. Ct. 117, 34 L. ed. 706: 1900, 2441, 2443.
Handy v. Cleveland & M. R. Co., 31 Fed. 689: 1006, 1036.
Handy Varnish Co. v. Midland Linseed Oil Co., 191 Fed. 256: 1340.
Hanford v. Davies, 163 U. S. 273, 41 L. ed. 157: 60.
v. Storie, 2 Sim. & S. 196: 1166.
Hanger v. Abbott, 6 Wall. 532, 18 L. ed. 939: 646.
Hanifen v. Armitage, 117 Fed. 845: 2540
Hankinson v. Page, 31 Fed. 184: 608, 609.
Hanks Dental Ass'n v. International Tooth Crown Co., C. C. A., 122 Fed. 74: 668.
v. International Tooth-Crown Co., 194 U. S. 303, 308, 48 L. ed. 989, 991: 349, 1162.
Hanlon v. Smith, 175 Fed. 192: 1010, 1015.
Hanna, *Re*, C. C. A., 168 Fed. 238: 2240, 2249.
Hanna v. Maas, 122 U. S. 24, 26, 30 L. ed. 1117, 1118: 1589.

[References are to pages.]

Hannah v. State Tr. Co., C. C. A., 30 L.R.A. 201, 70 Fed. 2: 989.
Hannah v. Hodgson, 30 Beav. 12: 707.
Hannay v. Smurthwaite (1893), 2 Q. B. 412, 420, 353.
Hannewinkle v. Georgetown, 15 Wall. 457, 21 L. ed. 231: 327.
Hannum v. Jerome, 184 Fed. 179: 1429.
Hanover Nat. Bank v. Credits Commutation Co., 118 Fed. 110: 1801.
v. Moyses, 186 U. S. 181, 46 L. ed. 1113: 2046, 2059, 2217, 2238.
Hanover Nat. Bank v. Smith, Fed. Cas. No. 6,035 (13 Blatchf. 224): 1763, 1764, 1765, 1824.
Hanrahan v. Sears, 72 N. H. 71: 654.
Hanrick v. Barton, 16 Wall. 166, 21 L. ed. 350: 1072.
v. Hanrick, 153 U. S. 192, 197, 38 L. ed. 685: 1858, 1862.
v. Patrick, 119 U. S. 156, 30 L. ed. 396: 840, 2450, 2452.
Hans v. Louisiana, 134 U. S. 1, 33 L. ed. 812: 387, 388.
Hansen, *Re*, 107 Fed. 252: 2260.
v. Boyd, 161 U. S. 397, 411, 40 L. ed. 746, 751: 2543.
Hanson v. Gardiner, 7 Ves. 305: 868, 909.
Hapgood v. Hewitt, 119 U. S. 226, 30 L. ed. 369: 329, 1233.
Haracovic v. Standard Oil Co., 105 Fed. 785: 98, 1902.
Harbord v. Monk, 38 L. T. 411: 791, 794.
Hardcastle v. Smithson, 3 Atk. 246: 429.
Hardee v. Wilson, 146 U. S. 179, 180, 36 L. ed. 933: 2448, 2449, 2451.
Hardester v. Sharretts, 84 Md. 146, 34 Atl. 1122: 592.
Hardesty v. U. S., C. C. A., 184 Fed. 269: 1653, 1658.
Hardeman v. Anderson, 4 How. 640, 11 L. ed. 1138: 2575.
Hardenbergh v. Ray, 151 U. S. 112, 38 L. ed. 93: 100.
Hardie v. Swafford Bros. Dry Goods Co., C. C. A., 20 L.R.A. (N.S.) 785, 165 Fed. 588: 2250.
Hardie & Co., *Re*, 143 Fed. 607: 2250.
Hardin v. Boyd, 113 U. S. 756, 28 L. ed. 1141: 486, 714, 721, 722.
v. Cass County, 42 Fed. 652: 55.
v. Union Tr. Co. of Philadelphia, Pa., C. C. A., 191 Fed. 152: 154.
Harding, *Ex parte*, 120 U. S. 782, 30 L. ed. 824: 1477, 1479.
Harding, *Ex parte*, 219 U. S. 363, 55 L. ed. 252: 1447, 1450, 1930.
Harding v. Corn Products Refining Co., C. C. A., 168 Fed. 658: 935, 1165, 1166.
v. Handy, 11 Wheat. 103, 6 L. ed. 429: 402, 1203, 1232.
v. Hart (C. C. A.) 113 Fed. 304: 2544.
v. Havemeyer, N. Y. Sup. Ct., Sp. Tm., Erlanger, J., N. Y. L. J. Nov. 25, 1911: 2040.
v. Illinois, 196 U. S. 78, 49 L. ed. 394: 2404.
v. Pingey, 10 Jurist (N. S.) 872: 554.
v. Standard Oil Co., 182 Fed. 421: 127, 1838.
Hardinge Conical Mill Co. v. Abbe Engineering Co., 182 Fed. 848: 1175.
Hardman v. Cincinnati, etc., R. Co., 9 Ohio Dec. (Reprint) 544, 14 Cinc. L. Bul. 346: 790
Hardwick v. Kean, 95 Ky. 563, 26 S. W. 589: 1883.
Hardwicke in 2 Atk. 469, 471: 1354.
Hardy v. Chicago, St. P., M. & O. Ry. Co., 172 Fed. 454: 1431.
v. Gray, C. C. A., 144 Fed. 922: 2175, 2183.
v. Moore, 4 Fed. 843: 1945, 1947, 1967.
v. U. S., 186 U. S. 224, 22 Sup. Ct. 889, 46 L. ed. 1137: 1729, 2554.
Hare v. Birkenfield, C. C. A., 181 Fed. 825: 61, 62, 2508.
v. Rose, 2 Ves. Sen. 558: 1332.
Hargrave v. Hargrave, 8 Beav. 289: 1207.
Hargadine-McKittrick D. G. Co. v. Hudson, C. C. A., 122 Fed. 232: 2197.

[References are to pages.]

Hargroves v. Redd, 43 Ga. 142: 1771.
Haring, *Re*, 193 Fed. 168: 2118.
Hark, *Re*, 136 Fed. 986: 2141.
Re, 142 Fed. 279, 15 Am. B. R. 460: 2061, 2084, 2085.
Hark v. C. M. Allen Co., C. C. A., 146 Fed. 665: 2084, 2085, 2086.
Harkell, *Re*, 52 Fed. 195: 1477.
Harkins v. Pullman Palace Car Co., 52 Fed. 724: 1941.
Harkness v. Hyde, 98 U. S. 476, 25 L. ed. 237: 612, 652.
Harkrader v. Wadley, 172 U. S. 148, 169, 43 L. ed. 399: 175, 328, 396, 861, 1105, 1519, 2366.
Harks Dental Ass'n v. International T. C. Co., 194 U. S. 303, 48 L. ed. 989: 319.
Harlan, *Ex parte*, 180 Fed. 119, 131: 212, 213, 1063, 1509, 1515, 1607, 1702, 1710, 1739, 1742, 2573.
Harlan v. McGourin, 218 U. S. 442, 450, 54 L. ed. 1101, 1106, 31 Sup. Ct. Rep. 44, 21 Ann. Cas. 849: 212, 213, 812, 1477, 1695.
v. U. L. Tel. Co., 6 L.R.A. 252, 40 Fed. 398: 1531.
Harland v. Bankers' & M. Tel. Co., 32 Fed. 305: 1283.
v. B. & M. Tel. Co., 33 Fed. 199: 995.
Harley v. Home Ins. Co., 125 Fed. 792: 1792, 1795, 1835.
Harley v. U. S., 198 U. S. 229, 234, 49 L. ed. 1029, 1030: 372, 383.
Harley's Case, 39 Ct. Cl. 105: 2308.
Harman v. Harmon, C. C. A., 70 Fed. 894: 1088.
v. Jones, Cr. & Ph. 299: 867.
Harmon, *Ex parte*, 131 U. S. Appendix, lxvii: 1462.
v. Auditor, 123 Ill. 122, 5 Am. St. Rep. 502: 666.
v. Flintham, C. C. A., 196 Fed. 635: 1556.
v. U. S., 43 Fed. 560, 564, 565: 376.
Harnden, *Re*, 200 Fed. 172: 2201.
Harniska v. Dolph. C. C. A., 133 Fed. 158: 1549.
Harold v. Iron Silver Min. Co., (D. Col.) 33 Fed. 529: 124.
Harp v. State, 59 Ark. 113, 26 S. W. 714: 1712.
Harpending v. Reformed Prof. Ch., 16 Pet. 455, 10 L. ed. 1029: 650.
Harper, *Re*, 105 Fed. 900: 2070.
Re, 133 Fed. 970: 2257, 2258, 2258.
Re, 175 Fed. 412: 2022, 2023, 2158, 2163, 2194, 2195, 2207, 2208.
v. Gaitheman (Kentucky), 1 Ky. Law. Rep. 419: 109.
v. Hill, 35 Miss. 63: 480.
v. Holman, 84 Fed. 222: 508, 508.
v. Norfolk & W. R. Co., 36 Fed. 102: 121.
v. Printing-Tel.-News Co., 128 Fed. 979: 1012.
v. Rankin, C. C. A., 141 Fed. 626: 2257, 2258.
Harper & Bros., *Re*, 100 Fed. 266: 2091.
Harper & Reynolds Co. v. Wilgus, C. C. A., 56 Fed. 587: 1597.
Harr, *Re*, 143 Fed. 421: 2246, 2249.
Harralson, *Re*, C. C. A., 179 Fed. 490: 2155.
Harrill v. Davis, 168 Fed. 187, 195, 94 C. C. A. 47, 55, 22 L.R.A.(N.S.) 1153: 1184.
Harriman, The, 9 Wall. 161, 19 L. ed. 629: 1935.
et al. v. Northern Securities Co., 132 Fed. 464: 911.
v. Northern Securities Co. 196 U. S. 641, 49 L. ed. 631: 931, 2434, 2435.
v. Northern Securities Co., 197 U. S. 244, 49 L. ed. 739; 2382, 2384.
v. Rockaway B. P. Co., 5 Fed. 461: 1955.
Harrington, *Re*, 200 Fed. 1010: 2174, 2221.
v. Atlantic & Pacific Tel. Co., C. C. A., 185 Fed. 493: 85.
v. Atlantic & P. Tel. Co., 170 Fed. 1022: 1256.
Harrington v. Atlantic & Pacific Tel. C. C. A., 185 Fed. 493:
v. Great Northern Ry. Co., 169 Fed. 714, 716: 1911.
v. Harrington, 15 R. I. 341, 5 Atl. 502: 625.
v. Haller, 111 U. S. 706, 28 L. ed. 602; 2423, 2424.
v. Stillman, 120 App. Div. (N. Y.) 659, 105 N. Y. Supp. 75: 788.

[References are to pages.]

Harrington v. Union Oil Co., 144 Fed. 235: 710, 1018, 1042.
Harris, *Re*, C. C. A., 57 Fed. 243: 1999.
Re, 108 Fed. 517, 4 Am. B. R. 132: 2054.
Re, 117 Fed. 575: 2231, 2232.
Re, 155 Fed. 216: 2085, 2091.
Re, 221 U. S. 274, 55 L. ed. 732: 1095.
Harris v. Barber, 129 U. S. 366, 32 L. ed. 697: 1469, 1473, 2442, 2508.
v. Barnett, 4 Blatchf. 369: 1071.
v. Clark, 10 How. Pr. (N. Y.) 415: 1372.
v. Deitrich, 29 Mich. 366: 616.
v. Delaware, L. & W. R. Co., 18 Fed. 833: 1855.
v. First National Bank of Mt. Pleasant, 216 U. S. 382, 54 L. ed. 528: 2031.
v. Gamble, 6 Ch. D. 748: 698, 702.
v. Hall, 7 How. 693, 12 L. ed. 875: 1142.
v. Hess, 10 Fed. 263: 1426.
v. Ingledew, 3 P. Wms. 91: 1061.
v. Johnston, 3 Cranch, 311, 2 L. ed. 450: 409.
v. Pollard, 3 P. Wms. 348: 754, 755.
v. Rosenberger, C. C. A. 145 Fed. 449: 59, 60, 2372.
v. State, 80 Neb. 195: 2557.
v. U. S., 177 Fed. 475: 314.
v. Wall, 7 How. 693, 12 L. ed. 875: 1140, 1147, 1149.
Harris, Matter of, 221 U. S. 274, 55 L. ed. 732: 2140.
Harrisburg, The, 119 U. S. 199, 7 S. Ct. 140, 30 L. ed. 358: 1943.
Harrison v. Clarke, C. C. A., 182 Fed. 765, 767: 2540, 2563, 2564, 2565.
v. Dixon, 9 Pet. 483, 503, 9 L. ed. 201, 208: 476.
v. Fite, C. C. A., 148 Fed. 781: 1056.
v. German American F. Ins. Co., C. C. A., 99 Fed. 758: 1592.
v. Glucose Sugar Ref. Co., C. C. A., 58 L.R.A. 915, 116 Fed. 304: 890.
v. Hogg, 2 Ves. Jr. 327: 513.
v. Kirk, House of Lords 1904, 1: 1217.
Harrison v. Magoon, 205 U. S. 501, 51 L. ed. 900: 2390.
v. Nixon, 9 Pet. 483, 9 L. ed. 201: 2531.
v. Perea, 7 New Mexico, 666: 786.
v. Perea, 168 U. S. 311, 42 L. ed. 478: 693, 705, 786, 1336, 1339, 2360.
v. Remington Paper Co., C. C. A., 3 L.R.A.(N.S.) 954, 140 Fed. 385, 5 Ann. Cas. 314: 347, 655, 656.
v. Rowan, 4 Wash. C. C. 202, 208: 317, 359, 400, 420, 457, 458.
v. Uramm, 1 Story, 64: 1172.
v. U. S., 20 Ct. Cl. 175: 2314.
v. U.S., 41 Fed. 560: 376.
Harrison Bros., *Re*, 197 Fed. 320, 321: 2141.
Harrison's Case, 1 Cranch. C. C. 159: 1508.
Harrold v. Arrington, 64 Tex. 233: 1851, 1856.
v. Territory of Oklahoma, C. C. A., 169 Fed. 47: 1094, 1716, 1717.
Harshman v. Knox County, 122 U. S. 306, 30 L. ed. 1152: 666, 1468.
Hart, *Ex parte*, 59 Fed. 894: 1645.
Ex parte, C. C. A., 63 Fed. 249, 11 C. C. A., 165, 28 L.R.A. 801: 1645.
Hart v. Barney & S. Mfg. Co., 7 Fed. 543: 997.
v. Brnett, 26 Cal. 169: 2397.
v. Glove Ins. Co., 113 Fed. 309: 669.
v. New Orleans, 12 Fed. 292: 1344, 1463.
v. Sanson, 110 U. S. 151, 28 L. ed. 101: 594.
v. Small, 4 Paige (N. Y.), 551: 551: 797.
797.
v. U. S., 118 U. S. 62, 30 L. ed. 96: 2310.
Hartell v. Tilghman, 99 U. S. 547, 25 L. ed. 357: 85, 1201.
Harten v. Löffler, 212 U. S. 397, 53 L. ed. 568: 2440.
Harter v. Kernochan, 103 U. S. 562, 26 L. ed. 411: 97, 102, 109, 133, 148, 1819.
Hartford & C. W. R. Co. v. Montague, 94 Fed. 227: 1774, 1880, 1895.

[References are to pages.]

Hartford Fire Ins. Co. v. Bonner, 11 L.R.A. 623, 44 Fed. 151: 44, 46, 323, 493, 1431.
v. Bonner Mercantile Co., 56 Fed. 378, 5 C. C. A. 524; 15 U. S. App. 134: 44.
v. Chicago, M. & St. P. Ry. Co., 175 U. S. 91, 100, 44 L. ed. 84, 89: 1572.
v. Erie R. Co., 172 Fed. 899: 206, 1172.
v. Beinecke, 26 N. Y. Civ. Pro. R. 226: 711.
v. Beinecke, 44 N. Y. Supp. 486: 711.
Hartford Nat. Bank v. Beinecke, 44 N. Y. Supp. 486: 711.
Hartien's Case, 42 Ct. Cl. 42: 2347.
Hartland v. Dancocks, 5 De G. & Sm. 561: 1207.
Hartman, *Re*, 166 Fed. 776: 2203.
v. Feenaughty, 139 Fed. 887: 1139.
v. Greenhow, 102 U. S. 672, 26 L. ed. 271: 2400.
Hartman's Case, 35 Ct. Cl. 106: 2308.
Hartog v. Memory, 116 U. S. 588, 29 L. ed. 725: 1170, 1432.
Harton v. Howley, 155 Fed. 491: 127.
v. McKee, 73 Fed. 556: 10063.
Hartranft 85 Penn. 433, 27 American Reporter 667: 602.
Hartsell & Son, *Re*, 140 Fed. 30: 2223.
Hartshorn v. Atchison, T. & S. F. R. Co., 77 Fed. 9: 1800.
v. Day, 18 How. 28, 15 L. ed. 272: 2505.
v. Day, 19 How. 211, 222, 15 L. ed. 605: 1430.
Hartwell v. Townsend, 6 Bro. Parl. 107: 1403.
Oil Mills, *Re*, 165 Fed. 555: 2072.
Harvey, *Re*, 144 Fed. 901: 2231.
Harvey v. Corrie, 4 Russ. 35, 55: 452.
v. Lord, 10 Fed. 236: 941.
v. Morris, Rep. temp. Finch, 214: 1123.
v. Raleigh & G. R. Co., 89 Fed. 115: 26, 42, 474.
v. Richmond & M. Ry. Co., 64 Fed. 19: 470, 472, 473.
Harvey v. Sellers, 115 Fed. 757, 758: 332.
v. U. S., 3 Ct. Cl. 38: 2301.
Harvey v. U. S., 105 U. S. 671, 691, 26 L. ed. 1206, 1213: 2354, 2361.
v. U. S., 113 U. S. 243, 28 L. ed. 987: 2350.
Harwood v. Dieckerhoff, 117 U. S. 200, 29 L. ed. 887: 2485.
v. Railroad Co., 17 Wall. 78, 21 L. ed. 558: 446, 447, 1418.
Hasberg v. Moses, 81 N. Y. App. Div. 199, 80 N. Y. Supp. 867: 789.
Haseltine v. Central Nat. Bank, 183 U. S. 130, 46 L. ed. 117: 2400.
Haskell, *Re*, 52 Fed. 795, 798: 1510, 1601.
v. Moran, 117 App. Div. (N. Y.) 251, 252: 803.
Haskins v. St. Louis & S. E. Ry. Co., 109 U. S. 106, 27 L. ed. 873: 2480.
Haslett v. The Enterprise, 11 Fed. Cas. No. 6,197, 19 Int. Rev. Rec. 108: 1933.
v. Wilcox, 130 U. S. 493, 32 L. ed. 1001: 972.
Hassall v. Wilcox, 130 U. S. 493, 32 L. ed. 1001: 972.
Hassenbusch, *Re*, C. C. A., 108 Fed. 35, 38: 2094.
Hastings v. Ames, C. C. A., 68 Fed. 726: 931.
v. Foxworthy, 45 Neb. 676, 34 L.R.A. 321: 2573.
v. Herold, 184 Fed. 759: 715, 1439.
v. No. Pac. Ry. Co., 53 Fed. 224; 1553.
Hatch v. Chicago, Rock Island & Pac. R. R. Co., 6 Blatchf. 105, 114: 111, 139, 406, 441, 1856.
v. Crtin, 146 Fed. 200: 2039.
v. Curtin, C. C. A., 154 Fed. 791: 2029.
v. Dana, 101 U. S. 205, 25 L. ed. 885: 442.
v. Eustis, 1 Gall. 160: 749, 1529.
v. Ferguson, 52 Fed. 833: 149.
v. Ferguson, 57 Fed. 959: 128.
v. Indianapolis & S. R. Co., 9 Fed. 856: 1230, 1231.
v. Preston, Fed. Cas. No. 6,208 (1 Biss. 19): 1778.
Hatch S. B. Co. v. El. St. Ry. Co., C. C. A., 100 Fed. 975: 876.

[References are to pages.]

Hatch S. Ry. Co. v. El. Storage Ry. Co., C. C. A., 100 Fed. 975: 874.
Hatcher v. Hendrie & Bolthoff Mfg. & Sy. Co., C. C. A., 113 Fed. 6: 144.
v. Hendrie & B. Mfg. & Supply Co., C. C. A., 133 Fed. 267, 272: 1897.
v. Northwestern Nat. Ins. Co. of Milwaukee, Wis., C. C. A., 184 Fed. 23: 1591, 2551.
Hatchers Adm'x v. Wadley, 84 Fed. 913: 1880, 1881, 1882.
Hatfield v. Bushnell, 1 Blatchf. 393: 740.
v. King, 186 U. S. 178, 46 L. ed. 1112: 2558.
Hathaway v. East Tenn., V. & G. R. Co., 29 Fed. 489: 1555.
v. Roach, 2 W. & M. 63: 1277, 1280, 1321, 1322.
v. Scott, 11 Paige, 173: 685, 1085.
Hat Sweat Mfg. Co. v. Waring, 46 Fed. 87: 1165.
Haupt Bros., *Re*, 153 Fed. 239: 2105.
Havemeyer v. Board of Supervisors, 3 Wall. 294, 18 L. ed. 38: 2380.
v. Iowa County, 3 Wall. 294, 18 L. ed. 38: 1568, 1574.
Havens, *Re*, 182 Fed. 367: 2191, 2200.
Havens v. Burns, 188 Fed. 441: 492, 508.
v. W. R. Ostrander & Co., 190 Fed. 199: 412, 413.
& Geddes Co. v. Pierek, C. C. A., 120 Fed. 244, 245: 2034, 2114, 2261.
Havilah, The, C. C. A., 48 Fed. 684: 1986, 2374, 2417.
Haviland v. Fidelity Ins., etc., Co., 3 Pa. Co. Ct. 222: 795.
Hawaii v. Mankichi, 190 U. S. 197, 23 Sup. Ct. 787, 47 L. ed. 1016: 269.
Hawes v. Bamford, 9 Sim. 653: 1083.
v. Oakland, 104 U. S. 450, 26 L. ed. 827: 516, 521, 849.
v. State, 46 Nebraska, 149: 1354.
Hawk, *Re*, C. C. A., 114 Fed. 916: 2085, 2259.
Hawke v. Kemp, 3 Beav. 288: 801.
Hawkins, *Re*, 147 U. S. 486, 37 L. ed. 251: 1450, 1986, 2537.
Hawkins v. Blake, 108 U. S. 422, 27 L. ed. 775: 2566.
v. Cleveland, C., C. & St. L. Ry. Co., C. C. A., 99 Fed. 322: 2559, 2566, 2567.
v. Crook, 2 Peere Williams, 556: 614, 617.
v. Glenn, 131 U. S. 319, 33 L. ed. 184: 362, 667, 998, 1573.
v. Glenn, 135 U. S. 533, 34 L. ed. 262: 667.
v. Lscombe, 2 Swanst. 375, 390: 399.
v. U. S., C. C. A., 116 Fed. 569, 53 C. C. A. 663: 1728, 1730.
v. Willbank, 4 Wash. 285: 1341.
Hawley, *Re*, 194 Fed. 751: 2204.
Hawley v. Bennett, 4 Paige (N. Y.) 163: 742.
v. Chicago, B. & Q. Ry. Co., 71 Iowa, 717, 29 N. W. 787: 1759.
v. Donnelly, 8 Paige (N. Y.) 415: 800, 1082.
v. U. S., 108 U. S. 543, 27 L. ed. 820: 2444.
Hawly v. Harvey, 4 Beav. 215: 435.
v. Harvey, 5 Beav. 134: 435.
Haw Moy v. North, C. C. A., 183 Fed. 89: 1499, 1500.
Hax v. Caspar, 31 Fed. 499: 118, 1791, 1811, 1920, 1921.
Hay v. Alexandria & W. R. Co., 20 Fed. 15: 204.
v. Hay, 13 Hun. (N. Y.) 315: 553.
v. Bloomer, The, 11 Fed. Cas. No. 6,255: 1944.
Hayden v. Androscoggin Mills, 1 Fed. 93: 581, 583.
v. Doglass Conty. Wisconsin, C. C. A., 170 Fed. 24: 500.
v. Ogden Sav. Bank, C. C. A., 158 Fed. 90: 1560, 1561.
v. Thompson, C. C. A., 71 Fed. 60; reversing, 67 Fed. 273: 341, 498.
Haydock v. Fisheries Co., 156 Fed. 988: 950, 951.
Hayes, *Re*, 192 Fed. 1018: 2037.
Hayes v. Alrichs, 115 Ala. 239: 481.
v. Canada, A. & P. S. S. Co., C. C. A., 184 Fed. 821: 1541.
v. Columbus, L. & M. Ry. Co., 67 Fed. 630: 1013.

[References are to pages.]

Hayes v. Dayton, 8 Fed. 702: 534.
v. Fischer, 102 U. S. 121, 26 L. ed. 95: 1259, 1371, 2435.
v. Heyer, 4 Sandford Ch. (N. Y.) 485: 503.
v. Heyer, 4 Sandf. Ch. (N. Y.) 517: 503.
v. Leton, 5 Fed. 521: 929.
v. Palmer, 21 App. Cas. (D. C.) 450: 1643.
v. Pratt, 147 U. S. 557, 570, 37 L. ed. 279, 284: 361, 420, 459.
v. The Barque J. L. Wickwire, 7 Phila. (Pa.) 594, 27 Leg. Int. (Pa.) 67, 11 Fed. Cas. No. 6,262: 1944.
v. Todd, 34 Fla. 233, 15 So. 752: 1834, 1851.
Hayes-Young T. P. Co. v. St. Louis Transit Co., 130 Fed. 900: 525.
Haymes v. Brown, 132 Fed. 525, 527: 1351.
Hayne v. Woolley, 180 Fed. 573: 26.
Haynes, *Re*, 30 Fed. 767, 771: 1677.
Haynes' Adm'r v. C., N. O. & T. P. R. R. Co., 145 Ky. 209, 140 S. W. 176: 1821.
Haynes & Sons, *Re*, 122 Fed. 560: 2237.
Hays v. Alrichs, 22 S. R. 465: 481.
v. Fidelity & D. Co., C. C. A., 112 Fed. 872: 928.
v. Pittsbrgh G. & B. Packet Co., 33 Fed. 552: 1947.
v. Richardson, C. C. A., 121 Fed. 536: 2362.
v. Wagner, C. C. A., 150 Fed. 533: 1607.
Foster & Ward Co., *Re*, 117 Fed. 879: 2204.
Haytian Republic, The, 57 Fed. 508, 512: 637.
The, 154 U. S. 118, 38 L. ed. 930: 1957.
Hayward v. Andrews, 106 U. S. 672, 27 L. ed. 271: 317, 411.
v. Nordberg Mfg. Co., 85 Fed. 4, 29 C. C. A. 438: 24, 25, 27, 1901, 1922.
Hayward & Clark v. McDonald, C. C. A., 192 Fed. 890: 40, 564, 568.
Hayward's Case, 30 Ct. Cl. 219: 2302.
Hazard v. Campbell, 9 Cranch, 205, 3 L. ed. 706: 2537.
v. Credit Mobilier of America, 38 Fed. 195: 1039.
Hazard v. Durant, 9 R. I. 602: 81, 1853.
v. Durant, 19 Fed. 471, 476: 434.
v. Durant, 25 Fed. 26: 632.
v. Robinson, 21 Fed. 193: 101, 1792.
Hazelton T. B. Co. v. Citizens' Street Ry. Co., 72 Fed. 325: 763.
v. Citizens' St. Ry. Co., 72 Fed. 325: 778.
H. C. Cook Co. v. Beecher, 217 U. S. 497, 54 L. ed. 855: 172 Fed. 166: 86.
v. Little River Mfg. Co., 156 Fed. 676: 769.
v. Little River Mfg. Co., 164 Fed. 1005: 1232.
Head, *Re*, 114 Fed. 489: 2181.
Head v. Godlee, Johns, 536, 579: 1398.
v. Porter, 48 Fed. 481: 2307.
v. Porter, 70 Fed. 498: 739, 740.
v. Selleck, 110 Fed. 786: 1815.
Head & Dowst Co., *Ex parte*, 184 Fed. 409: 2038.
Headley, *Re*, 97 Fed. 765: 2197, 3228.
Headman v. U. S., 5 Ct. Cl. 640: 2323.
Headrick v. Larson, C. C. A., 152 Fed. 93: 2557.
Healey v. Humphrey, C. C. A., 81 Fed. 990: 195.
Healey Ice Mach. Co. v. Green, 181 Fed. 890: 341.
v. Green, 184 Fed. 515: 718, 766.
Health v. Austin, Fed. Cas. No. 6,305 (12 Blatchf. 320): 1916.
Healy v. Prevost, Fed. Cas. No. 6,297: 25, 1765.
Heard v. Pierce, 8 Cushing (Mass.) 338, 341, 54 Am. Dec. 757: 1358.
Hearfield v. Bridges, C. C. A., 75 Fed. 47: 665.
Hearts's Chicago American, (C. C. Ill.), Chicago Legal News, *Re*, November 16, 1901: 1356.
Heath, *Re*, 144 U. S. 92, 36 L. ed. 358: 2387, 2392.
Heath v. Austin, Fed. Cas. No. 6,305 (12 Blatchf. 320): 129, 1902, 1916, 1921.

[References are to pages.]

Heath v. Erie Ry. Co., 8 Blatchf. 347: 434, 441.
v. Erie R. Co., 9 Blatchf. 316: 322, 340, 589, 705, 808, 1116, 1158.
v. Shaffer, 93 Fed. 647: 2039, 2099.
v. Steamer "San Nicholas," 7 Phil. Rep. 532: 273.
v. Wright, 3 Wall. Jr. 141: 888.
Heathcote v. N. S. Ry. Co., 2 Mac. & G. 100: 896.
Heathfield v. U. S., 8 Ct. Cl. 213: 370.
Heaton v. Thatcher, 59 Fed. 731: 348.
Heaton-Peninsular Button-Fastener Co. v. Eurka Specialty Co., C. C. A., 77 Fed. 288, 294, 25 C. C. A. 267, 35 L.R.A. 728: 84.
v. Schlochtermeyer, 69 Fed. 592: 1057, 1177.
v. Schlochtmeyer, C. C. A., 72 Fed. 520: 1057.
Hebbart, *Re*, 104 Fed. 322: 2119.
Hebernia Ins. Co. v. St. Louis & N. C. Transp. Co. 120 U. S. 166, 30 L. ed. 621: 503.
Hebert v. Mutual L. Ins. Co., 12 Fed. 807: 318.
Hecht v. Youghiogheny & Lehigh Coal Co., 162 Fed. 812: 144.
Heckman, *Re*, C. C. A., 140 Fed. 859: 2031.
Heckman v. Mackey, 32 Fed. 57: 1290.
v. U. S. 224 U. S. 413, 56 L. ed. 820: 419, 445, 505, 557, 1263.
Heckscher v. Edenborn, 203 N. Y. 210, 228: 553.
Hecox, *Re*, C. C. A., 164 Fed. 823: 178, 2056, 2104, 2112, 2134.
Hecox v. Rollestone, C. C. A., 164 Fed. 823: 2281, 2283.
v. Teller County, C. C. A., 198 Fed. 634: 2209.
Hedderly v. U. S., C. C. A., 193 Fed. 561: 1705, 1713.
Hedges v. Seibert C. O. C. Co., C. C. A., 50 Fed. 643: 2448.
Hedrick v. Atchison T. & S. F. Ry. Co., 167 U. S. 673, 677, 42 L. ed. 320, 321: 2408.
Hee, *Re*, (D. C. Hawaii), 13 Am. B. R. 8: 2058.
Heebner, *Re*, 132 Fed. 1003: 2229.
Heff, *Re*, 197 U. S. 488, 49 L. ed. 848: 1512.
Heffelfinger v. Choctaw, O. & G. R. Co., 140 Fed. 75: 1786, 1800, 1810.
Heffner v. Gwynne-Treadwell Cotton Co., C. C. A., 160 Fed. 635: 2428.
Heffron v. Knickerbocker, 57 Ill. App. 339: 771.
Hefner v. Am. Tube & Stamping Co., 163 Fed. 866: 584, 585.
v. Northwestern Life Ins. Co., 123 U. S. 747, 31 L. ed. 309: 414, 509.
Hegewich v. Silver, 140 N. Y. 414: 998.
Hegler v. Faulkner, 127 U. S. 482, 8 Sup. Ct. 1203, 32 L. ed. 210: 1929.
Hegner v. Am. Trust & Sav. Bank, C. C. A., 187 Fed. 599: 2291.
Heidecker v. Red. Star L. S. S. Co., 32 Fed. 706: 1895.
Heidritter v. Elizabeth Oil-cloth Co., 112 U. S. 294, 28 L. ed. 729: 151, 155.
Heighington v. Grant, 1 Beav. 230: 1281.
Heights Realty Co. v. Rudolph, 217 U. S. 547, 54 L. ed. 877: 2477.
Heike v. U. S., C. C. A., 192 Fed. 83, aff'd. 227 U. S. 131, 144, 57 L. ed. —: 1062.
v. U. S., 217 U. S. 423, 30 Sup. Ct. 439, 54 L. ed. 821: 1099, 2421.
v. U. S. 227 U. S. 131: affirming C. C. A., 192 Fed. 83: 1099.
Heilman v. Union Canal Co., 37 Pa. St. 100: 869.
Heim Milk Product Co., *Re*, 183 Fed. 787: 2106, 2107, 2197.
Hein v. Westinghouse Air Brake Co., 168 Fed. 766: 1421.
Heine v. Levee Com'rs, 19 Wall. 655, 22 L. ed. 223: 330.
Heinsfurter, *Re*, 97 Fed. 198: 2191, 2201, 2206.
Heinze v. Butte & B. Consol. Min. Co., C. C. A., 129 Fed. 274: 1362.
v. Butte & Boston Consol. Min. Co., C. C. A., 129 Fed. 337, 2427.

[References are to pages.]

Heinze v. U. S., C. C. A., 181 Fed. 322: 1102.
Heirs of Wilson v. Life & Fire Ins. Co., 12 Pet. 140, 9 L. ed. 1032: 2448.
Hewitt v. Berlin Machine Works, 194 U. S. 296, 48 L. ed. 986: 2171.
Helena & L. Smelting & Reduction Co., *Re*, 48 Fed. 609: 87, 90.
Helena Power Transmission Co. v. Spratt, 146 Fed. 310: 1611, 1773, 1774, 1798.
Heller, *Re*, 176 Fed. 656: 2211.
Heller v. Hwaco Mill & Lumber Co., (D. Oregon) 178 Fed. 111: 1817, 1818.
Hellman v. Goldstone, C. C. A., 161 Fed. 913: 2095.
Helm v. Zarecor, 222 U. S. 32, 35, 56 L. ed. 77, 79: 105, 111, 456, 457, 459, 1170.
Helwig v. U. S., 188 U. S. 605, 47 L. ed. 614: 2381.
Helys, The, 173 Fed. 928: 1938.
Hemby-Hutchinson Pub. Co., *Re*, 105 Fed. 909: 2029.
Hemery v. Worwsom, 26 Solic. J. 26: 1124.
Heingway v. Illinois, Cent. R. Co., 114 Fed. 843: 1570.
Hemingway v. Illinois, Cent. R. Co., 399, 27 L. ed. 245: 741, 751, 765, 2464.
Hemmenway v. Fisher, 20 How. 255, 15 L. ed. 709: 2540.
Hemstreet, *Re*, 117 Fed. 568: 2139, 2140.
Henderson, *Re*, 10 Fed. 385: 2062.
Re, 130 Fed. 385, 12 Am. B. R. R. 251: 2117.
Re, 142 Fed. 588: 2213.
v. Cabell, 43 Fed. 257: 1811, 1881.
v. Cabell, 83 Tex. 541, 19 S. W. 287: 1885.
v. Carbondale C. & C. Co., 140 U. S. 25, 40, 35 L. ed. 332, 338: 814.
v. Denious, C. C. A., 186 Fed. 100: 2118.
v. Goode, 49 Fed. 887: 100, 147.
v. Hensball, C. C. A., 54 Fed. 320: 741, 2360, 2546.
v. Kanawha Dock Co., C. C. A., 185 Fed. 781: 1980.
v. Mayer, 225 U. S. 631, 56 L. ed. 1233: 2171, 2175.
Henderson v. Meggs, 2 Brown Ch. C. 127: 588.
v. Moore, 5 Cranch, 11, 3 L. ed. 22: 2555.
v. Phillips, 178 Fed. 374: 1573.
v. State, 95 Ga. 326, 22 S. E. 537: 1707.
v. Thompkins, 60 Fed. 758, 765: 479.
Hendrick, *Re*, 138 Fed. 473: 2243, 2245.
Hendrick, *Re*, 143 Fed. 647: 2240.
v. Webster, C. C. A., 159 Fed. 927: 2281.
Hendrickson v. Bradley, C. C. A., 85 Fed. 508: 523, 1418.
Hendrix v. Am. Freehold, etc., Co., 95 Ala. 313: 1020.
v. U. S., 219 U. S. 79, 55 L. ed. 102: 1717, 1738, 1739.
v. Fitzpatrick, 19 Fed. 810, 813: 1372, 1374.
v. Perkins, C. C. A., 114 Fed. 801: 489, 1416, 1417, 1419, 2432, 2556.
Henen v. Baltimore & O. R. Co., 17 W. Va. 881: 1854.
Hening v. U. S. Ins. Co., 2 Dill. 26: 1569, 1570.
Henley v. Philips, 2 Atk. 48: 1331.
Hennequin v. Clews, 111 U. S. 676, 28 L. ed. 565: 2257.
Hennessy v. Herrmann, 89 Fed. 669: 38.
v. Moise, 189 U. S. 35, 23 Sup. Ct. 534, 47 L. ed. 698: 1839, 1840.
v. Richardson Drug Co., 189 U. S. 25, 23 Sup. Ct. 532, 47 L. ed. 697: 132, 471, 473, 1839, 1840.
v. Sheldon, 12 Wall. 440, 20 L. ed. 446: 2561.
v. Tacoma Smelting & Refining Co., C. C. A., 129 Fed. 40: 653, 655, 671.
v. Wright, No. 2, 24 Q. B. D. 447n. per Lord Esher, M. R.: 1124, 1125.
Hennig v. Richey, C. C. A., 196 Fed. 779: 1563.
Henning v. Boyle, 112 Fed. 397: 1141, 1151.
v. Western Union Tel. Co., 40 Fed. 658: 1424, 1894, 1909.
Henninger v. Heald, 51 N. J. Eq. 74: 501.
Henrich, *Re*, 5 Blatchf. 414, 11 Fed. Cas. No. 6,369: 1637.

[References are to pages.]

Henrie v. Henderson, C. C. A., 145 Fed. 316: 2029, 2032.
Henry, *Re*, 123 U. S. 372, 31 L. ed. 174: 1743.
Henry v. A. B. Dick Co., 224 U. S. 1, 56 L. ed. 645: 335.
v. Harris, 191 Fed. 868: 1192, 1200, 2167.
v. Illinois Cent. R. Co., 132 Fed. 715: 1782, 1786, 1800.
v. Louisville & N. R. Co., 91 Ala. 585, 8 South 343: 1856.
v. Ricketts, 1 Cranch, C. C. 580: 1101, 1105, 1378.
v. State, 33 Ala. 389: 1712.
v. Suttle, 42 Fed. 91: 476.
v. Travelers' Ins. Co., 34 Fed. 258: 1392.
v. Travelers' Ins. Co., 35 Fed. 15: 1110.
v. Travelers' Ins. Co., 45 Fed. 299, 302: 773, 774.
v. U. S., 22 Ct. Cl. 75: 675, 676.
Henry Amy & Co. v. Shelby County, 1 Flip. 104: 1307.
Henry E. Allen Co., *Re*, 9 L.R.A. 433, 42 Fed. 618, 622: 562.
Henry Gas. Co. v. U. S., C. C. A., 191 Fed. 132: 912, 933, 934.
Henry & Sons & Co. v. Colorado Farm & Live Stock Co., C.
Henry Ulfelder Clothing Co., *Re*, 98 Fed. 409: 2142.
C. A., 164 Fed. 986: 29.
Henschel, *Re*, C. C. A., 113 Fed. 443, 7 Am. B. R. 662: 2144, 2144.
Re, 114 Fed. 968: 1367, 2046.
Henshaw v. Miller, 17 How. 212, 15 L. ed. 222: 740.
v. Wells, 9 Humph. (Tenn.) 568: 1021.
Hensley v. State, 107 Ind. 587, 8 N. E. 692: 1712.
Henszey v. Langdon-Henszey Coal Min. Co., 89 Fed. 178: 1038, 1103.
Henthorn v. Doe, 1 Blackf. (Ind.) 157: 1079.
Hentig v. Page, 102 U. S. 219, 26 L. ed. 139: 1259.
Henuy v. LaCompagnie Generale Transatlantique, etc., 96 Fed. 497: 61.
Hepburn v. Auld, 5 Cranch, 262, 3 L. ed. 96: 899.
v. Dunlop, 1 Wheat. 179, 4 L. ed. 65: 899.
Hepburn v. Ellzey, 2 Cranch, 445, 2 L. ed. 332: 98.
Herbert v. Butler, 14 Blatchf. 357: 1592.
v. Butler, 97 Fed. 319: 1589.
v. Fefevre (Louisiana), 31 La. Ann. 363: 1789.
v. Mutual Life Ins. Co., 12 Fed. 807: 507.
v. Rainey, 54 Fed. 248; aff'd. C. C. A., 55 Fed. 443: 36, 44.
v. Wren, 7 Cranch, 370, 378, 3 L. ed. 374, 377: 322.
Hercules Atkin Co., *Re*, 133 Fed. 813: 2053, 2074.
Hercules, The, 20 Fed. 205: 1286.
Heriot v. Davis, 2 W. & M. 229: 445, 449.
Herklotz v. Chase, 32 Fed. 433: 790.
Herman v. Am. Bridge Co., C. C. A., 11 Fed. 930: 2554.
v. Metropolitan. St. Ry. Co., 121 Fed. 184: 1334.
Herman Keck Mfg. Co. v. Lorsch, C. C. A., 179 Fed. 485: 2288, 2499.
Hernan v. Am. Bridge Co., C. C. A., 167 Fed. 930: 723, 2546.
Herndon v. Ætna Ins. Co., 107 N. C. 194, 12 S. E. 240, 10 L.R.A. 53: 1837, 1838.
v. Chicago Rock Island & Pac. Ry. Co., 218 U. S. 135, 54 L. ed. 970: 395, 508, 509.
v. Ridgway, 17 How. 424, 15 L. ed. 100: 566, 589, 1168.
v. Southern Ry. Co., 73 Fed. 307: 1867.
v. Southern R. Co., 76 Fed. 398: 1860.
Herndon-Carter Co. v. James N. Norris, Son & Co., 224 U. S. 496, 56 L. ed. 857: 2366.
Herold v. Kohn, C. C. A., 159 Fed. 608: 369.
Herr, *Re*, 182 Fed. 716: 2160, 2161.
Herr v. St. Louis & S. F. R. Co., C. C. A., 174 Fed. 938: 2480.
Herrera v. U. S., 222 U. S. 558, 55 L. ed. 316: 374.
Herres, *Re*, 33 Fed. 165: 1634, 1636.
Herrick v. Belknap & Vt. C. R. Co., 27 Vt. 673: 1431.
v. Boquillas L. & C. Co., 200 U. S. 96, 50 L. ed. 388: 2361.
v. Cutcheon, 5 C. C. A. 21: 932.
v. Cutcheon, C. C. A., 55 Fed. 6: 932, 2432.

[References are to pages.]

Herrick v. Grand Trunk Ry. Co., 7 Upper Can. 240: 849, 942.
Herring v. Clobery, Cr. & Ph. 251: 1399.
Herrlich v. McDonald, 80 Cal. 472, 22 Pac. 299: 796.
Herrman, *Re*, 134 Fed. 566: 2253.
Herron v. Comstock, C. C. A., 139 Fed. 370: 162.
Herryford v. Ætna Ins. Co., 42 Mo. 148: 1890.
Hersey, *Re*, 171 Fed. 998: 2114.
Re, 171 Fed. 1004: 2142, 2206.
Hershberger v. Blewett, 55 Fed. 170, 172: 348, 1164, 1165, 1166.
Hershkowitz, *Re*, 136 Fed. 950, 14 Am. B. R. 86: 2117.
Herskovitz, *Re*, 136 Fed. 713: 1483.
Re, 152 Fed. 316: 2128, 2136.
Hertz v. Woodman, 218 U. S. 205, 54 L. ed. —: 2381, 2540.
Hervey v. Fitzpatrick, Kay, 421: 939.
Hervey v. Illinois Midland Ry. Co., 3 Fed. 707: 1854, 1912.
v. Ill. Mid. Ry. Co., 28 Fed. 169: 990.
v. Illinois Midland Ry. Co., Fed. Cas. No. 6,434 (7 Biss. 103): 109, 125, 1787.
v. Illinois Mid. Ry. Co., U. S. C. C. S. D. Ill., June 10, 1886: 1243.
v. Smith, 1 K. & J. 389: 899.
Herzikopf, *Re*, 118 Fed. 101: 2076.
Re, C. C. A., 121 Fed. 544: 2121.
Herzog v. Heyman, 151 N. Y. 587, 56 Am. St. Rep. 646, 45 N. E. 1127: 84, 85.
Hess v. Reynolds, 113 U. S. 73, 28 L. ed. 927: 161, 763, 1772, 1825, 1832.
Hessian v. Patten, C. C. A., 156 Fed. 956: 2547.
Hettling, *Re*, C. C. A., 175 Fed. 65: 2289.
Hewett v. Norton, 1 Woods, 68: 763.
Hewit v. Berlin Machine Works, 104 U. S. 296, 24 Sup. Ct. 690: 2177.
Hewitt v. Filbert, 116 U. S. 142, 29 L. ed. 581: 2469.
Heyn v. Heyn, Jacob, 49: 618, 621, 1217.
Heys v. Astley, 9 Law Times (N. S.), 356: 651.
H. F. Dimock, The, 52 Fed. 598: 1999.
Hibberd v. Bailey, C. C. A., 129 Fed. 575: 2203.
Hibbert v. Hibbert, 3 Meriv. 681: 1025.
Hibbs, *Ex parte*, 26 Fed. 421: 1677.
Hibernia, The, 1 Sprague, 78: 1316.
Hibernia Ins. Co. v. St. Louis & N. C. Transp. Co., 10 Fed. 596: 503.
Hichens v. Congreve, 4 Russell, 562: 425.
Hicklin v. Marco, C. C. A., 56 Fed. 549: 99, 402, 439, 443, 447, 734.
v. Marco, 64 Fed. 609: 1393, 1394.
Hickman v. Fort Scott, 141 U. S. 415, 35 L. ed. 775: 1561, 1605, 1607, 1608.
v. Jones, 9 Wall. 197, 19 L. ed. 551: 1595.
v. Missouri, K. & T. Ry. Co., 97 Fed. 113: 1769.
v. Missouri K. & T. Ry. Co. of Kansas, 52 S. W. 351, 151 Mo. 644: 1769, 1882.
v. Town of Fletcher, C. C. A., 195 Fed. 907: 661.
Hickory v. U. S., 151 U. S. 303, 307, 38 L. ed. 170, 173: 1090, 1670, 1721, 1722.
Hicks v. Cleveland, C. C. A., 106 Fed. 459: 1454, 1466.
v. Compton, 18 Cal. 206: 869.
v. Crawford Coal & Iron Co., 190 Fed. 334: 598.
v. Hicks, 3 Atk. 277: 939, 1004, 1005.
v. Otto, 17 Fed. 539: 731.
v. Otto, 85 Fed. 728: 1398.
v. Otto, 22 Blatchf. 122: 1397.
v. U. S., 150 U. S. 443, 453, 37 L. ed. 1137, 1142: 1599.
v. Wrench, Mad. & Geld. 93: 1331.
Hickson v. Lombard, L. R. 1 H. of L. 326: 489.
Hide v. Haywood, 2 Atk. 126: 1331.
Hier v. Abrahams, 82 N. Y. 519, 523, 37 Am. Rep. 589: 887.
Hiern v. Mill, 13 Ves. 118: 558.
Higby v. Columbia R. Co., 18 Fed. 601: 676.
Higginbotham v. Burnet, 5 J. Ch. (N. Y.) 184: 1118.
Higgins, *Re*, 27 Fed. 443: 999.
Re, 97 Fed. 775: 2173.
Higgins v. Baltimore & O. R. Co., 99 Fed. 640: 117.

[References are to pages.]

Higgins v. Eaton, C. C. A., 183 Fed. 388, reversing 178 Fed. 153: 161.
v. Jenks, 3 Ware. 17: High on Injunctions. (4th ed.) § 1499: 864.
v. Weekes, 5 Times Rep. 238:
Higgins Oil & Fuel Co. v. Snow, C. C. A., 113 Fed. 433: 646.
High v. Opalite Tile Co., C. C. A., 184 Fed. 450: 2183.
Higham v. Iowa State Travelers' Ass'n, 183 Fed. 845: 575, 578, 1441.
Highfield, *Re*, 163 Fed. 924: 2220.
Highland Ave. & B. R. Co. v. Columbian Eq. Co., 168 U. S. 627, 42 L. ed. 605: 934.
Highland Boy G. Min. Co. v. Strickley, C. C. A., 116 Fed. 852: 1422, 1431.
Highland Glass Co. v. Schmertz Wire Glass Co., C. C. A., 178 Fed. 944: 933.
Higland Light, 88 Fed. 296: 1967.
Higley v. Novark, 145 App. Div. (N. Y.) 7: 2129.
Higson v. North River Ins. Co., 184 Fed. 165, 168: 1815, 1817, 1830, 1831, 1832, 1913.
Hijo v. U. S., 194 U. S. 315, 48 L. ed. 994: 367, 2389.
Hilborn, *Re*, 104 Fed. 866: 2230.
Hildebrand v. Beasley, 41 S. (Tenn.) 121, 123: 700.
v. Douglas, 91 N. C. 430: 91.
Hildebrant, *Re*, 120 Fed. 992: 2206
Hildreth v. Bee Candy Mfg. Co., 162 Fed. 40: 528.
v. Norton, C. C. A., 159 Fed. 428: 878.
Hildyard v. Cressy, 3 Atk. 303: 723.
Hill v. Binney, 6 Ves. 738: 1058.
v. Bonaffon, 2 W. N. C. (Pa.) 356: 1183.
v. Chicago & E. Ry. Co., 129 U. S. 170, 32 L. ed. 651: 2481.
v. Chicago & E. R. Co., 140 U. S. 52, 35 L. ed. 331: 1258, 2430, 2459, 2546.
v. Empire State-Idaho Mining & Developing Co., 156 Fed. 797: 582.
v. Glasgow R. Co., 41 Fed. 610: 42, 47.
v. Gordon, 45 Fed. 276: 575.
v. Graham, 11 Colorado App. 536, 53 Pac. 1060: 1810.
Hill v. Harding, 107 U. S. 631, 27 L. ed. 493: 2531.
v. Henderson, 14 Miss. (6 Smedes & M.), 351: 121.
v. Hite, C. C. A., 85 Fed. 268: 478.
v. Kuhlman, C. C. A., 87 Fed. 498: 144.
v. Levy, 98 Fed. 94: 2133.
v. Mutual Life Ins. Co., 113 Fed. 44: 2563.
v. Northern Pac. Ry. Co., C. C. A., 113 Fed. 914, 917: 1430, 1431.
v. Rimell, 8 Sim. 632: 800.
v. Smith, 32 Fed. 753: 1285.
v. Thompson, 3 Meriv. 622: 874, 881, 907.
v. U. S., 149 U. S. 593, 37 L. ed. 862: 371.
v. U. S., 9 How. 386, 13 L. ed. 185: 894.
v. U. S., 8 Ct. Cl. 470: 2324, 2326.
v. Walker, C. C. A., 167 Fed. 241: 133, 629.
v. Wooster, 132 U. S. 693, 33 L. ed. 502: 537.
Hillegass v. U. S., C. C. A., 183 Fed. 199: 1752.
Hiles v. Case, 14 Fed. 141: 965.
v. Case, 9 Biss. 549: 965.
v. Moore, 15 Beav. 175: 1021.
Hilliard v. Lyons, C. C. A., 180 Fed. 685: 1421.
Hilliker v. Hale, C. C. A., 117 Fed. 220: 361.
Hillman v. U. S., C. C. A., 192 Fed. 264: 1708, 1710.
Hills v. Exchange Bank, 105 U. S. 319, 26 L. ed. 1052: 851.
v. F. D. M'Kinniss Co., 188 Fed. 1012: 2035, 2044, 2087.
v. Putnam, 152 Mass. 123: 457.
Hillside Chemical Co. v. Munson & Co., 146 Fed. 198: 662.
Hilton, *Re*, 104 Fed. 981: 2255.
Hilton v. Barrow, 1 Vesey Jr. 284: 690, 698.
v. Dickinson, 108 U. S. 165, 27 L. ed. 688: 2507, 2508.
v. Guyott, 42 Fed. 249: 632.
v. Guyot, 159 U. S. 113, 167, 40 L. ed. 95, 109: 653, 654, 655.
v. Guyot, 159 U. S. 113, 201, 205, 40 L. ed. 95, 122, 123: 658.

[References are to pages.]

Himely v. Rose, 5 Cranch, 513, 3 L. ed. 111: 2569.
Hinchman v. Consolidated Arizona Smelting Co., 198 Fed. 907: 2176.
v. Paterson H. R. Co., 17 N. J. Eq. 76, 86 Am. Dec. 252: 457, 458.
Hinckel Brewing Co., *Re*, 123 Fed. 942: 2204.
Hinckley, In re, 3 Fed. 556: 1035.
Hinckley v. Byrne, Fed. Cas. No. 6,510 (1 Deady, 224): 125.
v. Gilman, C. & S. R. Co., 94 U. S. 467, 24 L. ed. 166: 2427.
v. Morton, 103 U. S. 764, 26 L. ed. 458: 2518, 2570.
v. Railroad Co., 100 U. S. 153, 157, 25 L. ed. 591, 593: 1004, 1031, 1033, 1034, 1035, 1905.
Hinde v. Longworth, 11 Wheat. 199, 6 L. ed. 454: 2548.
v. Morton, 2 H. & M. 368: 1169.
Hinds v. Keith, 57 Fed. 10, 6 C. C. A. 231, 13 U. S. App. 222, 314: 1090, 1894, 2534.
v. Moore, C. C. A., 134 Fed. 221: 2034, 2280, 2283.
Hine v. Trevor, 4 Wall. 555, 18 L. ed. 451: 1932.
Hines, *Re*, 117 Fed. 790: 2263.
Hines, *Re*, 144 Fed. 147, 16 Am. B. R. 538: 2093, 2096.
Hipolite Egg Co. v. U. S., 220 U. S. 45, 59, 55 L. ed. 364, 368: 1288.
Hipp v. Babin, 19 Howard, 271, 15 L. ed. 633: 330, 336, 338, 1423.
Hiriart v. Ballon, 9 Pet. 156, 9 L. ed. 85: 2493.
Hirsch, *Re*, 74 Fed. 928: 1111.
Re, 96 Fed. 468: 2241, 2246, 2251.
Re, 97 Fed. 571, 3 Am. B. R. 344: 2053, 2054, 2251.
Hirschkovitz v. Pennsylvania R. Co., 138 Fed. 438: 1942.
Hirschl v. J. I. Case Threshing-Mach. Co., 42 Fed. 803: 1842.
Hirschman, *Re*, 104 Fed. 69: 2206.
Hirshfeld v. Fitzgerald, 157 N. Y. 166, 46 L.R.A. 839: 424, 1166.
Hirth, *Re*, 189 Fed. 926: 2201.
Hiscock v. Mertens, 205 U. S. 202, 51 L. ed. 771: 2161.
v. Varick Bank, 206 U. S. 28, 51 L. ed. 945, 18 Am. B. R. 9: 2097, 2188, 2227, 2288.
Hitchings v. Cobalt Central Mines Co., 189 Fed. 241: 1896.
Hitchman Coal & Coke Co. v. Mitchell, 202 Fed. 512: 872.
Hitner v. Diamond State Steel Co., 176 Fed. 384: 970, 1029.
Hitne vr. Diamond State Steel Co., 198 Fed. 721, 744: 1029.
Hitner v. Suckley, 2 Wash. 465: 588, 589.
Hitsman v. Gerrard, 1 Harr (N. J.) 124: 1085.
Hitz, *Ex parte*, 111 U. S. 766, 28 L. ed. 592: 1472.
Hitz v. Jenks, 185 U. S. 155, 46 L. ed. 851: 2489.
Hixon, *Re*, 93 Fed. 440: 2241, 2242.
H. J. Decker Jr. & Co. v. Southern Ry. Co., (N. D. Ala.) 189 Fed. 224: 125, 192, 195, 1913.
H. J. Quimby Freight Forwarding Co., *Re*, 121 Fed. 139, 10 Am. B. R. 424: 2050.
H. K. Porter Co. v. Boyd, C. C. A., 171 Fed. 305: 1030.
H. L. Bruett & Co. v. F. C. Austin Drainage Excavator Co., 174 Fed. 668: 141.
Hoadley v. Chase, 126 Fed. 818: 176, 337, 1481.
v. City and County of San Francisco, 94 U. S. 4, 24 L. ed. 34: 87.
v. Day, 128 Fed. 302: 200, 202, 205.
v. San Francisco, 94 U. S. 4, 25 L. ed. 34: 1446.
Hoag, *Re*, 97 Fed. 543: 2218.
Hoard, *Ex parte*, 105 U. S. 578, 26 L. ed. 1176: 1447, 1450, 1928.
Hobart v. Drogan, 10 Peters, 108, 9 L. ed. 363: 1935.
Hobbs v. Head & Dowst Co., 184 Fed. 409: 2038.
v. McLean, 117 U. S. 567, 29 L. ed. 940: 1087, 1282, 2322.
v. Nat. Bank of Commerce, C. C. A., 93 Fed. 615: 1594, 2499.
v. State Tr. Co., C. C. A., 68 Fed. 618: 1410.
v. U. S., 17 Ct. Cl. 189: 2306.

[References are to pages.]

Hobbs v. U. S., 19 Ct. Cl. 220: 2350, 2352.
Hobbs Mfg. Co. v. Gooding, C. C. A., 113 Fed. 615: 897, 904.
v. Gooding, 166 Fed. 933: 502.
v. Gooding, C. C. A., 176 Fed. 259: 786.
Hobhouse v. Courtney, 12 Simons, 140: 588, 589.
Hobson v. McArthur, 16 Pet. 180: 767.
Hochstadter v. Harrison, 71 Ga. 21: 1777.
Hodder v. Kentucky & G. E. Ry. Co., 7 Fed. 593: 1896, 1897.
Hodge v. North Mo. R. Co., 1 Dill. 104: 1180, 1181.
v. Palms, C. C. A., 117 Fed. 396: 1079.
v. Chicago & A. Ry. Co., 121 Fed. 48, 57 C. C. A., 388: 1832, 1834, 1851.
v. U. S., C. C. A. 191 Fed. 165: 2475.
Hodgen v. Met. El. Ry. Co., U. S. C. C., W. D. Mo., per Phillips, D. J., May, 1894: 834.
Hodges v. Easton, 106 U. S. 408, 27 L. ed. 169: 1600.
v. Kimball, C. C. A., 91 Fed. 845: 361, 727.
v. Kimball, C. C. A., 104 Fed. 745: 1555.
v. Mullikin, 1 Bland (Md.), 503, 507: 1272.
v. Smith, 1 Cox Eq. 357: 567.
Hodgson v. Millward (Pennsylvania), 3 Grant Cas. 412: 1762.
Hodson v. Ball, 11 Simons, 459: 459.
v. Lake Shore & M. R. Co., Fed. Cas. No. 6,571*a*: 1814.
v. Mochi, 8 Ch. D. 569: 702.
Hoe v. Boston Adv. Corp., 14 Fed. 914: 912, 879.
v. Kahler, 27 Fed. 145: 2495, 2497, 2499.
v. Knap, 27 Fed. 204: 880.
v. Wilson, 9 Wall. 501, 19 L. ed. 762: 423, 446, 447, 454, 455, 2550.
Hoeffner v. U. S., C. C. A., 87 Fed. 185, 30 C. C. A. 610: 1652.
Hoeinghaus v. Chaleyer, 4 N. Y. Supp. 814: 792.
v. Chaleyer, 22 N. Y. St. Rep. 528: 791.
Hoey v. Coleman, 46 Fed. 221, 225: 326, 1427.
Hoffman, *Re*, 199 Fed. 448: 1087, 1088, 2167.
Hoffman v. Duncan, 18 Jur. 69: 1023.
v. Knox, 50 Fed. 484: 1403, 1410, 2428.
v. Rowley, 13 Abb. Pr. N. Y. 399: 799.
Hoffmans, The, 171 Fed. 455: 1989, 1996.
Hogan, *Re*, 186 Fed. 537: 2161.
Hogan v. Ross, 11 How. 294, 13 L. ed. 702: 2575.
v. Westmoreland Specialty Co., 145 Fed. 199: 1177, 1179.
Hoge v. Canton Ins. Office, 103 Fed. 513: 1834, 1924.
v. R. & D. R. Co., 93 U. S. 1, 23 L. ed. 781: 1194.
Hogg v. Emerson, 11 How. 587, 13 L. ed. 824: 2543.
v. Kirby, 8 Ves. 215: 873.
v. Scott, L. R. 18 Eq. 444, 454: 883.
Hoggart v. Cutts, 1 Cr. & Ph. 197, 205: 564.
Hogue v. U. S., C. C. A., 192 Fed. 918: 1662.
Hohorst, *Re*, 150 U. S. 653, 660, 37 L. ed. 1211, 1214: 123, 142, 581, 1446.
Hohorst v. Hamburg Am. P. Co., 38 Fed. 273: 613.
v. Hamburg-American Packet Co., 148 U. S. 262, 37 L. ed. 443: 2430, 2448.
v. Howard, 37 Fed. 97: 739, 740.
Holbrook v. Seagraves, Fed. Cas. No. 6,593 (1 Story, 546): 1852.
v. Worcester Bank, 2 Curt. 244: 629.
Holbrook Shoe & Leather Co., *Re*, 165 Fed. 973: 2111, 2112.
Holcomb v. Coryell, 12 N. J. Eq. 289: 806.
Holcombe v. Johnson, 27 Minn. 353: 1007.
Holden, *Re*, C. C. A., 114 Fed. 650: 2218.
Holden v. Freedman's S. & Tr. Co., 100 U. S. 72, 25 L. ed. 567: 1577.
v. Hearn, 1 Beav. 445, 455: 683.
v. Putnam Fire Ins. Co., 46 N. Y. 1, 7 Am. Rep. 287: 1837.

[References are to pages.]

Holden v. Stratton, 191 U. S. 115, 24 Sup. Ct. 45, 48 L. ed. 116, 118: 2278, 2279, 2284, 2294, 2295, 2296, 2378.
v. Stratton, 198 U. S. 202, 49 L. ed. 1018: 2160, 2218.
v. Utah S. & M. M. Co., 82 Fed. 209: 26, 28, 29.
v. Williams, 75 Fed. 798: 1441.
Holder v. Aultman M. & Co., 169 U. S. 81, 42 L. ed. 669: 2371.
Holderness v. Rankin, 2 De Gex, F. & J. 258: 691.
Holford v. James, 136 Fed. 553: 659.
v. Yate, 1 K. & J. 677: 1266.
Holgate v. Eaton, 116 U. S. 33, 29 L. ed. 538: 706.
Holiday v. Pickhardt, 29 Fed. 853: 535.
Holker v. Hennessey, 143 Mo. 80, 44 S. W. 794, 65 Am. St. Rep. 642: 1655.
Holkirk v. Holkirk, 4 Madd. 50: 1167.
Holladay, *Re*, 28 Fed. 117: 2486.
Holladay v. Stuart, 151 U. S. 229, 38 L. ed. 141: 2491.
Holland, *Re*, 176 Fed. 624: 2116.
Holland v. Brown, 35 Fed. 43: 1577.
v. Challen, 110 U. S. 15, 28 L. ed. 52: 342, 343, 645, 1573.
v. Hyde, 41 Fed. 897: 87.
v. Texas & P. R. Co., 67 Fed. 9: 61.
Holland Trust Co. v. International Bridge & Tramway Co., C. C. A., 85 Fed. 865: 164.
Hollander, *Re*, 181 Fed. 1019: 2229.
Hollander v. Baiz, 40 Fed. 659: 1151.
v. Baiz, 43 Fed. 35: 1151.
v. Fechheimer, 162 U. S. 326, 40 L. ed. 985: 2443.
Holliday v. Schultzeberge, 57 Fed. 660: 1151.
Hollingshead's Case, 1 P. Wms. 742: 744.
Hollingsworth v. Duane, Wall. C. C. 77–100: 1354, 1370.
v. Duane, Wall. C. C. 141: 1366.
v. Southern Ry. Co., 57 S. C. 453, 35 S. E. 739: 1891.
Hollins v. Brierfield C. & I. Co., 150 U. S. 371, 37 L. ed. 1113: 324, 843, 943, 1201.
Hollister v. Benedict & B. Mfg. Co., 113 U. S. 59, 67, 28 L. ed. 901, 903: 371, 895, 2308.
v. Stewart, 111 N. Y. 644, 663: 956.
v. U. S., C. C. A., 145 Fed. 773, 782: 250, 1530.
Hollon v. Parker, 131 U. S. 221, 225, 33 L. ed. 123, 124: 812.
Hollon Parker, Petitioner, 131 U. S. 221, 33 L. ed. 123: 1446, 1462.
Holloway, *Re*, 93 Fed. 638: 2099.
Holloway v. Reg. 17 Q. B. 317: 1734.
Holman, *Re*, 92 Fed. 512: 2242, 2243.
Holman v. U. S., 11 Ct. Cl. 642: 2306.
Holmes, *Re*, C. C. A., 142 Fed. 391: 2282, 2285, 2293.
Re, 165 Fed. 225: 2024, 2236. 2236.
Holmes v. Baker & Hamilton, C. C. A., 160 Fed. 922: 2053, 2056.
v. Dowie, C. C. A., 177 Fed. 182: 860.
v. Goldsmith, 147 U. S. 150, 13 Sup. Ct. 288, 37 L. ed. 118: 202, 205, 2556.
v. Jennison, 14 Peters, 540, 10 L. ed. 579: 1645, 2400, 2540.
v. Sheridan, 1 Dill. 351: 421, 1320: 544.
v. Sherwood, 16 Fed. 725: 998.
v. Sherwood, 3 McCrary, 405: 998.
v. Trout, 7 Pet. 171, 8 L. ed. 647: 2535.
Holmes Lumber Co., *Re*, 189 Fed. 178: 2155, 2207, 2277.
Holst v. Savannah El. Co., 131 Fed. 931: 495.
Holt v. Bergevin, 60 Fed. 1: 45, 1425, 1429.
v. Concurrent Jurisdiction, § 60: 142.
v. Crucible Steel Co. of America, 224 U. S. 262, 56 L. ed. 756: 2171, 2176.
v. Dorsey, Fed. Cas. No. 6,647: 856.
v. Indiana Mfg. Co., C. C. A., 80 Fed. 1: 2368.
v. Indiana Mfg. Co., 176 U. S. 68, 44 L. ed. 374: 0014, 2456.

[References are to pages.]

Holt v. Silver, 169 Mass. 435, 48 N. E. 837: 84.
Holt v. U. S., 218 U. S. 245, 247, 54 L. ed. 1021, 1028: 1703, 1710.
v. Wharton, C. C. A., 73 Fed. 392: 603.
Holton v. Wallace, 66 Fed. 409: 498.
Holyoke & S. H. F. I. Co. v. Amden, 21 L.R.A. 319, 55 Fed. 593: 605.
Homan v. Shiel, 2 Jones 164: 456.
Home Discount Co., *Re*, 147 Fed. 538: 2131, 2132.
Home Fire Ins. Co. v. Barber, 67 Neb. 644, 60 L.R.A. 927, 108 Am. St. Rep. 716: 518.
Home and Foreign Inv. & Agency Co. v. Ray, 69 Fed. 657: 52.
Home for Insurables v. New York, 187 U. S. 155, 47 L. ed. 117, 63 L.R.A. 329: 2404.
Home Ins. Co. v. Barton, 13 Wall. 603, 20 L. ed. 708: 2555.
v. Curtis, 32 Mich. 402: 1890.
v. Nobles, 63 Fed. 642: 881, 1173.
v. Stanchfield, 1 Dill. 424: 321, 340.
v. U. S., 8 Ct. Cl. 449: 2320, 2326.
Home Life Ins. Co. v. Dunn, 19 Wall. (86 U. S.) 214, 22 L. ed. 68: 1762.
Home St. Ry. Co. v. City of Lincoln, C. C. A., 162 Fed. 133: 1403, 1404, 1413, 1414.
Homer v. Brown, 16 How. 354, 14 L. ed. 970: 655.
Hone v. Dillon, 29 Fed. 465: 1825, 1837.
Hon. S. D. Thompson, 27 Am. Law Rev. 481: 989.
Honey v. Chicago, B. & Q. R. Co., C. C. A., 82 Fed. 773: 2435.
Honeyman v. Colorado Fuel & Iron Co., 133 Fed. 96: 584.
Hood v. Aston, 1 Russ. 412: 863.
v. Clapham, 19 Beav. 90: 691.
v. Inman, 4 J. Ch. (N. Y.) 437: 780, 783, 785.
v. McGehee, 189 Fed. 205: 1572.
v. N. E. R. Co. (1869) L. R. 8 Eq. 666: 319.
v. Phillips, 6 Beav. 176: 1167.
Hooe v. Jamieson, 166 U. S. 395, 41 L. ed. 1049: 98.
Hooe v. U. S., 218 U. S. 322, 54 L. ed. 1055: 371, 372.
Hook v. Bosworth, 64 Fed. 443, 449: 945, 977, 1040.
v. Mercantile Tr. Co., 89 Fed. 410: 1605.
v. Mercantile Tr. Co., 95 Fed. 41, 47: 836, 2448, 2518, 2535.
v. Payne, 14 Wall. 252, 20 L. ed. 887: 454.
Hooker v. Blount, 44 Tex. Civ. App. 162, 97 S. W. 1083: 2180.
Hookey, Ex parte, 4 De G. F. & J. 456: 815.
Hooks v. Aldridge, C. C. A., 145 Fed. 865: 2072, 2096.
Hooks Smelting Co., *Re*, 146 Fed. 336: 1365.
Hooper v. Atlanta, K. & N. Ry. Co., 106 Tenn. 28, 60 S. W. 607: 1891.
v. Scheimer, 23 How. 235, 16 L. ed. 452: 1422, 1423.
v. Winston, 24 Ill. 353: 1031.
Hoormann v. Climax Cycle Co., 9 N. Y. App. Div. 579, 41 N. Y. Suppl. 710, 75 N. Y. St. 1100: *affirming* 17 Misc. (N. Y.) 734, 40 N. Y. Suppl. 1067, 26 N. Y. Civ. Proc. 25, 3 N. Y. Annot. Cas. 201: 1084.
Hooven, Owens & Rentschler Co. v. Featherstone, 99 Fed. 180: 1898.
Hoover, *Re*, 105 Fed. 354: 2259, 2260.
Hoover v. McChesney, 81 Fed. 472: 381.
v. Montclair & G. L. Ry. Co., 29 N. J. Eq. 4: 987, 989.
Hoover & Allen Co. v. Columbia Straw-Paper Co., 68 Fed. 945: 33.
Hop B. Mfg. Co. v. Warner, 28 Fed. 577: 1392.
Hope v. Hope, 4 De G., M. & G. 328: 799.
Hopkins v. Clemson Agricultural College of South Carolina, 221 U. S. 636, 55 L. ed. 890: 388, 393, 414.
v. Grimshaw, 165 U. S. 342, 358, 41 L. ed. 739, 744: 331, 503, 1089.
v. Hebard, C. C. A., 194 Fed. 301: 1409.
v. McLure, 133 U. S. 380, 33 L. ed. 660: 2406.

[References are to pages.]

Hopkins v. Orr, 124 U. S. 510: 2543.
v. Oxley Stave Co., C. C. A., 83 Fed. 912: 99, 871.
v. Page, 2 Brock. 20, 42: 415.
v. Stefan, 77 Wis. 45, 45 N. W. 676: 795.
v. U. S., 171 U. S. 578, 586, 43 L. ed. 290, 293: 460.
v. W. & B. C. Co., L. R. 6 Eq. 437: 975.
Hopkinson v. Lord Burghley, L. R. 2 Ch. 447: 1126.
Hoppe v. N. B. Ostrander Co., 183 Fed. 786: 1104.
Hopt v. Utah, 110 U. S. 574, 4 S. Ct. 202, 28 L. ed. 262: 1731, 1732.
Horace V. Parker, The, C. C. A., 74 Fed. 640: 1966.
Horan v. Strauchan, 82 Ga. 566, 9 S. E. 429: 1883.
Horgan, Re, C. C. A., 97 Fed. 319: 2137.
Re, C. C. A., 98 Fed. 414: 2137.
Re, C. C. A., 158 Fed. 774: 2114.
Horn v. Lockhart, 17 Wall. 570, 21 L. ed. 657: 99, 434.
v. Pere Marquette R. Co., 151 Fed. 626, 629: 183, 611, 797, 809, 811, 812, 836, 837, 843, 947, 977, 1000.
v. U. S., C. C. A., 182 Fed. 721: 1598, 1662, 1665, 1666.
Horn & Br. Mfg. Co. v. Pelzer, 91 Fed. 665: 876.
Horn Silver Mining Co. v. New York State, 143 U. S. 305, 317, 36 L. ed. 164, 169: 1760.
Horne v. Boston & M. R. R., 18 Fed. 50: 136.
v. Boston & M. Railroad, 62 N. H. 454: 136.
Horner v. Continental & Commercial Tr. & Sav. Bank, C. C. A., 198 Fed. 832: 1235, 1249.
v. U. S., 143 U. S. 207, 36 L. ed. 126, 12 Sup. Ct. 407: 1519, 1632, 2369.
v. U. S., No. 2, 143 U. S. 570, 36 L. ed. 266: 2372.
Horner-Gaylord Co. v. Miller & Bennett, 147 Fed. 295: 2032.
Hornor v. Henning, 93 U. S. 228, 23 L. ed. 879: 340, 442.
Hornfager v. Hornfager, 6 How. Pr. (N. Y.) 13: 800.
Hornstein, *Re*, 122 Fed. 266, 10 Am. B. R. 308: 2095, 2097.
H. O. Roberts Co., *Re*, 193 Fed. 294: 2211.
Horsburg v. Baker, 1 Pet. 232, 7 L. ed. 125: 723, 744.
Horskins v. Sanderson, 132 Fed. 415, 13 Am. B. R. 101: 2032, 2095.
Horst v. Merkley, 59 Fed. 502: 26.
Horton v. N. Y. C. & H. R. R. Co., 63 Fed. 897: 676, 678.
v. White, 84 N. C. 297: 938.
Hosford v. Germania Fire I. Co., 127 U. S. 399, 32 L. ed. 196: 2381.
Hosmer v. Darrah, 85 App. D. 485: 826.
v. Wyoming Ry. & Iron Co., 126 Fed. 884: 510, 554.
Hospes v. N. W. Mfg. & C. Co., 22 Fed. 565: 1776, 1777.
Hot Springs Independent School Dist. No. 10 of Fall River County v. First Nat. Bank, 61 Fed. 417: 93.
Hotchkiss v. National City Bank, 200 Fed. 287; aff'd C. C. A., 201 Fed. 664: 2175, 2178, 2183.
v. Platt, 8 Hun (N. Y.), 46: 926.
Hottenstein v. Conrad, 9 Kan. 435: 1018.
Hottentot Venus, The, 13 East, 194: 1507.
Houck v. Christy, C. C. A., 152 Fed. 612: 1233.
Hough v. Railway Co., 100 U. S. 213, 226, 25 L. ed. 612, 618: 1569.
Houghton, *Ex parte*, 129 Fed. 239: 1501.
Houghton v. Burden, 228 U. S. 161, 57 L. ed. —: 2280, 2290, 2295.
v. Meyer, 208 U. S. 149, 52 L. ed. 432: 926, 927.
v. West, 2 Bro. Parl. Rep. by Tomlins, 88: 1405.
v. Whitin Mach. Works, 160 Fed. 227: 1165.
v. Whitin Machine Works, 161 Fed. 581: 766.
Houghton Web Co., *Re*, 185 Fed. 213: 2184.
Houlditch v. Marquis Donnegall, 1 S. & S. 491: 770.

[References are to pages.]

Houlihan v. Corporation of St. Anthony in New Bedford, 173 Fed. 496: 1327.
House v. Mullen, 22 Wall. 42, 46, 22 L. ed. 838, 839: 159, 656, 1201, 1202.
Houseman v. The North Carolina, 15 Peters, 40, 10 L. ed. 653: 1935.
Houser v. Clayton, Fed. Cas. No. 6,739 (3 Woods, 273): 96, 1835, 1837.
Houston, *Re*, 94 Fed. 119: 2225.
Houston v. City and County of San Francisco, 47 Fed. 337: 1168.
v. Moore, 3 Wheat. 433, 4 L. ed. 428: 2400, 2424.
Houston Coal & Coke Co. v. Norfolk & W. Ry. Co., 171 Fed. 723: 550.
Houston Oil Co. of Texas v. Drake, C. C. A., 182 Fed. 202: 331.
Houston & T. C. Ry. Co. v. Shirley, 111 U. S. 358, 4 Sup. Ct. 472, 28 L. ed. 455: 1758, 1759, 1777, 1787, 1807, 1810, 1819, 1836.
v. State (Tex. Civ. App.), 39 S. W. 390: 1823.
v. State (Texas), 41 S. W. 157: 57, 61.
v. Texas, 177 U. S. 66, 94, 44 L. ed. 573, 686: 61, 1055.
Houth v. Owens, 30 Fed. 910: 745.
Hovey v. Elliott, 167 U. S. 409, 42 L. ed. 673, 686: 61, 1055.
v. McDonald, 109 U. S. 150, 161, 27 L. ed. 888, 891: 1033, 2446, 2489, 2491, 2492.
v. Stevens, 3 W. & M. 17: 1281.
Howard, *Re*, 95 Fed. 415: 2187, 2138.
Re, 100 Fed. 630: 2196.
Re, 130 Fed. 1004: 2158, 2159, 2159.
Howard v. Bates County, 43 Fed. 276: 52.
v. Gold Reefs of Georgia, 102 Fed. 657: 1841.
v. Mast, 33 Fed. 867: 1366.
v. Nat. Telephone Co., 182 Fed. 215: 42, 104, 194, 522, 524, 594.
v. Perrin, 200 U. S. 71, 50 L. ed. 374: 1070, 2541.
v. Railway Co., 101 U. S. 837, 849, 25 L. ed. 1081, 1084: 436, 1386.

Howard v. Railway Co., 122 N. C. 944, 953, 954, 29 S. E. 778: 1883.
v. Rhodes, 1 Keen, 581: 1331.
v. Shinn, C. C. A., 190 Fed. 940: 823, 824.
v. Skinner, 87 Md. 556, 40 L.R.A. 753: 360.
v. Southern Ry. Co., 122 North Carolina, 944, 29 S. E. 778, 122 N. C. 944: 1813, 1818, 1820, 1830.
v. Stewart, 34 Neb. 765, 52 N. W. 714: 92, 1808.
v. Stillwell, B. M. Co., 139 U. S. 199, 35 L. ed. 147: 1149.
v. U. S., 102 Fed. 77, 42 C. C. A. 169: 91.
v. U. S., 184 U. S. 676, 46 L. ed. 754: 91, 820.
v. U. S., C. C. A., 31 L.R.A. 509, 75 Fed. 986: 1477, 1508.
Howard Ins. Co. v. Silverberg, C. C. A., 94 Fed. R. 921: 2484.
Howards v. Selden, 5 Fed. 465, 473: 322.
Howe v. Howe & Owen Ball Bearing Co., C. C. A., 154 Fed. 820: 1172.
v. Northern Pac. Ry. Co., 70 Pac. 1100, 30 Wash. 569: 1822.
v. Parker, C. C. A., 190 Fed. 738: 333.
Howe & Davidson Co. v. Haugan, 140 Fed. 182: 207, 1183.
Howe Mach. Co. v. Edwards, 15 Blatchf. 402: 1550, 1564.
Howe Mfg. Co., *Re*, 193 Fed. 524: 2032, 2114, 2207, 2208, 2209.
Howell v. Lord Coningsby, 1 Fowl. Ex. Pr. 161: 1385.
v. Miller, C. C. A., 91 Fed. 129: 394.
v. U. S., 7 Ct. Cl. 512: 2306.
v. Western R. Co., 94 U. S. 463, 24 L. ed. 254: 1266.
Hower v. Weiss M. & El. Co., 56 Fed. 356: 1904.
Howkins v. Cleveland C. C. & St. L. Ry. Co. C. C. A., 89 Fed. 266: 2559.
Howland v. Soule, Deady, 413: 895.
Howler v. Chicago, M. & St. P. Ry. Co., 166 Fed. 828: 1299.
Howley-Dresser Co., *Re*, 132 Fed. 1002: 2159.
Hoxie, *Re*, 180 Fed. 508: 2232.

[References are to pages.]

Hoxie v. Carr, 1 Sumner, 173: Fed. Cas. No. 6,802: 320, 438, 486, 742, 743, 764, 777.
Hoy, *Re*, 137 Fed. 175: 2048.
Hoye v. Great Northern Ry. Co., 120 Fed. 712: 1803.
Hoyle, *Re*, 12 Chic. L. N. 279: 1507.
Re, 9 Am. L. Rec. 65: 1507.
Hoyle v. U. S., 21 Ct. Cl. 300: 2306.
Hoysradt v. Delaware, L. & W. R. R., 182 Fed. 880: 820, 1309, 1312, 1313, 1338.
Hoyt, *Ex parte*, 13 Pet. 279, 10 L. ed. 161: 1450.
Hoyt, *Re*, 119 Fed. 987: 1328, 2270.
Hoyt v. Bates, 81 Fed. 641: 85.
v. Hammekin, 14 How. 346, 14 L. ed. 449: 1156.
v. Hoyt, 27 N. J. Eq. 399: 489.
v. Mackenzie, 3 Barb. Ch. (N. Y.) 320: 847.
v. Ogden Portland Cement Co., 185 Fed. 889: 579, 585, 586, 609, 1894.
v. Russell, 117 U. S. 401, 29 L. ed. 914: 1055.
v. Thompson, 5 N. Y. 320: 981.
v. U. S., 10 How. 109, 13 L. ed. 348: 1067.
v. Wright, 4 Fed. 168 (2 McCrary, 222): 1915.
Hoyt & Mitchell, *Re*, 127 Fed. 968: 2046, 2157, 2159.
H. Scherer & Co. v. Everest, C. C. A., 168 Fed. 822: 1145.
Hubbard, *Ex parte*, 182 Fed. 76: 1501, 1502.
v. Bellew, 3 Fed. 447: 151.
v. Central of Georgia Ry. Co., 135 Fed. 256: 1531.
v. Chicago, M. & St. P. Ry. Co., 176 Fed. 994: 196, 1844.
v. Galveston, H. & S. A. Ry. Co., C. C. A., 200 Fed. 504, 509: 422.
v. Manhattan Trust Co., C. C. A., 87 Fed. 51, 57: 412, 439, 482.
v. Northern Railroad Co., Fed. Cas. No. 6,818, 3 Blatchf. 84, 25 Vt. 715: 101, 192, 1762.
v. Roach, 2 Fed. 393, 9 Biss. 375: 1938.
v. Soby, 146 U. S. 56, 36 L. ed. 886: 2410.
v. Tod, 171 U. S. 474, 43 L. ed. 246: 2384.
v. Urton, 67 Fed. 419: 486, 511.
Hubbard v. Worcester Art Museum, C. C. A., 196 Fed. 871, 873: 2458, 2461, 2479, 2563.
Hubbell v. De Land, 14 Fed. 471: 680.
v. Fowler, 1 Abb. N. S. 1: 710.
v. Lankenau, 63 Fed. 881: 745.
v. U. S., 15 Ct. Cl. 546, 592: 2322.
v. Warren, 8 Allen (Mass.), 173: 424.
Huber v. Diebold, 25 N. J. Eq. 170: 130 Fed. 21: 765.
Hubert v. New Orleans, C. C. A., 704.
Huddleston, *Re*, 167 Fed. 428: 2103, 2273, 2276.
Hudgins v. Kemp, 18 How. 530, 15 L. ed. 511: 2480, 2499, 2509.
Hudson, The, 15 Fed. 162: 1961.
Hudson v. Charleston, C. & C. R. Co., 55 Fed. 252: 1599.
v. Coppard, 29 Beav. 4: 917.
v. Guestier, 4 Cranch, 293, 2 L. ed. 625: 653.
v. Guestier, 6 Cranch, 281: 2540.
v. Guestier, 7 Cranch, 1, 3 L. ed. 249: 2533.
v. Limestone Natural Gas Co., C. C. A., 144 Fed. 952: 2461, 2510.
v. Madison, 12 Simons, 416: 495, 918.
v. Mercantile Nat. Bank, C. C. A., 119 Fed. 346: 2242.
v. New York & A. Transp. Co., 175 Fed. 519: 181.
v. N. Y. & Albany Transp. Co., C. C. A., 180 Fed. 973. Co., C. C. A., 180 Fed. 973: 1237, 1249.
v. N. Y. & Albany Transp. Co., C. C. A., 188 Fed. 630: 1247.
v. Parker, 156 U. S. 277, 15 Sup. Ct. 450, 39 L. ed. 424: 1450, 1650, 1652, 1653.
v. Randolph, C. C. A., 66 Fed. 216: 734.
v. Wood, 119 Fed. 764, 776: 1117, 1123, 1345.
Hudson Clothing Co., *Re*, 140 Fed. 49: 2288, 2289.
Hudson Oil & Supply Co. v. Booraem, 216 U. S. 604: 181, 1056, 1978, 2034, 2109.

[References are to pages.]

Hudson River Electric Co., *Re*, 167 Fed. 986: 2122.
Hudson River El. Power Co., *Re*, 173 Fed. 934: 2073, 2050, 2073, 2075, 2121, 2122.
Hudson River El. Co., *Re*, 184 Fed. 970: 2564.
Hudson River R. & T. Co. v. Day, 54 Fed. 545: 1764, 1774, 1809, 1890.
Huff v. Bidwell, C. C. A., 151 Fed. 563: 42, 322.
v. Hutchinson, 14 How. 586, 14 L. ed. 553: 111.
v. Union Nat. Bank, 173 Fed. 333: 83.
Huffman v. U. S., 17 Ct. Cl. 55: 2303, 2304.
Huger v. South Carolina, 3 Dall. 339, 1 L. ed. 627: 007.
Huggins v. King, 3 Barb. (N. Y.) 617: 406.
v. York B. Co., 2 Atk. 44: 638.
v. York Buildings Co., 2 Eq. Abr. 3, pl. 14: 746, 770.
Hugh v. McRae, Chase 466: 944.
Hughes, *Ex parte*, 114 U. S. 548: 29 L. ed. 281: 1296, 1326.
Hughes, *Re*, 8 N. M. 225, 43 Pac. 692: 1355.
Re, 183 Fed. 872: 2061, 2067.
Hughes v. Blake, 6 Wheat. 534, 5 L. ed. 303: 712.
v. Clerk, 6 Hare, 195: 1118.
v. Green, 75 Fed. 693: 636.
v. Green, C. C. A., 84 Fed. 833: 173, 636.
v. Jones, 3 De G., F. & J. 307: 1202.
v. Jones, 26 Beav. 24: 1392.
v. Modern College, 1 Ves. Sen. 188: 851, 852.
v. Northern Pac. Ry. Co., 122 Ala. 409, 25 So. 169, 910: 562.
v. U. S., 4 Ct. Cl. 64: 2335.
v. U. S., 4 Wall. 232, 18 L. ed. 303: 460, 656.
Hughey v. Sullivan, 80 Fed. 72: 1581.
Huguenin v. Baseley, 15 Ves. 180: 330.
Huguley Mfg. Co. v. Galeton Cotton Mills, 94 Fed. 269: 1253, 1255.
Huidekoper, *Ex parte*, 55 Fed. 709: 999.
Huidekoper v. Hadley, C. C. A., 177 Fed. 1: 1453.
Huidekoper v. Loc. Works, 99 U. S. 258, 25 L. ed. 344: 964.
Hukill v. Maysville & B. S. R. Co., 72 Fed. 745: 1782, 1783, 1785, 1787.
Hulac v. Chicago & N. W. Ry. Co., 194 Fed. 747: 1755.
Hulbert v. Chicago, 202 U. S. 275, 50 L. ed. 1026: 2403, 2404.
v. Russo, 64 Fed. 8: 1763.
Hull v. Burr, C. C. A., 153 Fed. 945: 2031, 2036.
v. Dills, 19 Fed. 657: 348.
Hullett v. King of Spain, 2 Bligh N. R. 31: 363.
Hulme v. Tennant, 1 Brown. Ch. C. 16: 401.
Hultberg v. Anderson, 170 Fed. 657: 204, 502.
Humane Bit Co. v. Barnet, 117 Fed. 316: 155, 460.
Humason, *Re*, 46 Fed. 388: 1477.
Humbird v. Avery, 195 U. S. 480, 503, 49 L. ed. 286, 296: 382.
Humboldt, The, 86 Fed. 351: 1938.
Humboldt Lumber Manuf'rs' Ass'n., *Re*, 60 Fed. 428: 1941, 1942.
Humboldt Lumber Manuf'rs' Ass'n. v. Christopherson, C. C. A., 73 Fed. 239, 19 C. C. A. 481, 46 L.R.A. 264: 1941 1942.
Hume v. Bowie, 148 U. S. 245, 253, 37 L. ed. 438, 440: 1580.
v. Frenz, C. C. A., 150 Fed. 502: 1980.
Humes, *Re*, 149 U. S. 192, 37 L. ed. 698: 1449, 2493, 2568.
Humes v. City of Fort Smith, Ark. 93 Fed. 857: 36, 41.
v. Scruggs, 94 U. S. 22, 24 L. ed. 51: 712.
v. Third Nat. Bank, C. C. A., 54 Fed. 917: 2418, 2493.
v. U. S., C. C. A., 182 Fed. 485: 1598, 1753.
Humphrey, *Ex parte*, 2 Blatchf. 228: 1101.
Humphrey v. Baker, 103 U. S. 736, 26 L. ed. 456: 2571.
v. Tatman, 198 U. S. 91, 25 Sup. Ct. 567: 2171, 2176.
Humphreys v. Humphreys, 3 P. Wms. 348: 727.
v. Ingledon, 1 P. Wms. 752, 513.
v. Moore, 2 Atk. 108: 1333.

[References are to pages.]

Humphries v. Roberts, Seton's Decrees (4th ed.), 473: 915.
v. Tate, 4 Iredell's Eq. (N. C.) 220: 511.
Humphry v. Cottleyon, 4 Cow. (N. Y.) 54: 794.
Humphrys v. Moore, 2 Atk. 108: 1331.
Hung Hang, *Ex parte*, 108 U. S. 552, 27 L. ed. 811: 1474.
Hunnicutt v. Peyton, 102 U. S. 333, 354, 26 L. ed. 113, 116: 1590, 1591, 1594.
Hunt, *Re*, 118 Fed. 282: 2076.
Re, 139 Fed. 283: 2179.
Hunt v. American Grocery Co., 80 Fed. 70: 942.
v. Blackburn, 127 U. S. 774, 32 L. ed. 323: 2528, 2530.
v. Danforth, 2 Curt. 592: 317.
v. Fisher, 29 Fed. 801, 805: 1901, 1904.
v. Howes, C. C. A., 74 Fed. 657: 1289, 2541.
v. Ill. Cent. Co., C. C. A., 96 Fed. 644: 1002.
v. Lever, 5 Ves. 147: 799.
v. Oliver, 109 U. S. 177, 27 L. ed. 897: 2446.
v. Rousmanier's Adm'rs, 1 Pet. 1, 7 L. ed. 27: 321, 330.
v. Rousmanier's Adm'rs, 8 Wheat. 174, 215, 5 L. ed. 589, 599: 321.
v. U. S., C. C. A., 63 Fed. 568, 11 C. C. A. 340: 1652.
v. U. S., 166 U. S. 424, 41 L. ed. 1063: 2377.
v. Wickliffe, 2 Pet. 201, 215, 7 L. ed. 397, 402: 457, 591.
v. Wickliffe, 2 Pet. 2d. 215, 7 L. ed. 397, 402: 457.
Hunter, *Re*, 151 Fed. 904: 2159.
Hunter v. ——, 6 Sim. 429: 814.
Hunter v. Colquitt, 73 Ga. 44: 1888, 1891.
v. Conrad (D. R. I.), 85 Fed. 803: 1760, 1787, 1811.
v. Illinois Cent. R. Co., C. C. A., 188 Fed. 645: 1784, 1915, 1917.
v. International Ry. Imp. Co., 28 Fed. 842: 1300.
v. Le Conte, 6 Cowen (N. Y.), 728: 1086.
v. Martin, 4 Mun. (Va.) 1: 2398.
v. Robbins, 117 Fed. 920: 417.
Hunter v. Russell, 59 Fed. 964: 1320, 1321, 1322.
v. Town of Marlboro, 2 W. & M. 168: 1281.
v. U. S., 5 Pet. 173, 8 L. ed. 86: 462.
v. Wood, 209 U. S. 205, 207, 52 L. ed. 747, 748: 328, 395, 556, 862, 889, 925, 1475.
Hunter's Suit in Equity (6th ed.) 168: 1386.
Hunting Dry Pulverizer Co. v. Virginia-Carolina Chemical Co., 130 Fed. 558: 534.
Huntington, *Re*, 137 U. S. 63, 34 L. ed. 567: 1510.
Huntington v. Baskerville, C. C. A., 192 Fed. 813: 2171.
v. Laidley, 176 U. S. 668, 44 L. ed. 630: 155, 173, 2364, 2366.
v. New York, 118 Fed. 683: 73.
v. New York, 193 U. S. 441, 48 L. ed. 741: 73.
v. Palmer, 8 Fed. 449: 924.
v. Palmer, 104 U. S. 482, 26 L. ed. 833: 516, 521.
v. Pinney, 126 Fed. 237: 1759, 8787, 1811, 1846.
v. Saunders, 163 U. S. 319, 41 L. ed. 174: 2439.
v. Toledo, St. L. & W. R. Co., C. C. A., 175 Fed. 532: 2554.
Huntington D. P. Co. v. Alpha P. C. Co., 91 Fed. 534: 880.
v. Virginia, Carolina Chemical Co., 130 Fed. 558 (D. N. J.): 532.
Huntington Nat. Bank v. Huntington Distilling Co., 152 Fed. 240: 650, 1088.
Huntington's Devisees v. Taylor, 156 Fed. 700: 1387.
Huntress v. Epsom, 15 Fed. 732: 1298, 1327, 1424.
Huntt v. McNamee, C. C. A., 141 Fed. 293: 1554.
Hupfeld v. Automatic Piano Co., 66 Fed. 788: 607, 1017.
Hurd v. Case, 32 Ill. 45, 83 Am. Dec. 249: 700.
v. Gere, 38 Fed. 537: 1818.
v. James Goold Co., 197 Fed. 756: 410, 648, 679.
v. Moiles, 28 Fed. 897: 179.
v. Seim, 189 Fed. 591: 679, 680, 829.

[References are to pages.]

Hurlburd v. Freelove, 3 Wis. 537: 1397.
Hurlburt v. Schillinger, 130 U. S. 456, 472, 32 L. ed. 1011, 1016: 1225.
Hurlbutt, Hatch & Co., *Re*, C. C. A., 135 Fed. 504: 2160.
Hurlbutt, Hatch & Co., *Re*, C. C. A., 143 Fed. 958, 16 Am. B. R.
Hurley, *Re*, 185 Fed. 851: 2162.
Hurley v. Atchison, Topeka & Santa Fe Railroad, 213 U. S. 126, 53 L. ed. 729: 2178.
v. Devlin, 149 Fed. 268: 2031.
v. Devlin, 151 Fed. 919: 2217, 2219.
Hurst, *Ex parte*, 1 Wash. C. C. 186: 604.
Re, 188 Fed. 707: 2186.
Re, C. C. A., 194 Fed. 830: 2186.
Hurst v. Cobb, 61 Fed. 1: 92, 97.
v. Hollinsworth, 94 U. S. 111, 24 L. ed. 31: 2504.
Hurstdale, The, 171 Fed. 607: 1329.
Hurt v. Hollingsworth, 100 U. S. 100, 25 L. ed. 569: 1897.
Huskins v. Cincinnati, N. O. & T. P. Ry. Co., 37 Fed. 504, 3 L.R.A. 545: 1822, 1823, 1867.
Hussey v. Dry Goods Co., 148 Fed. 598, 78 C. C. A., 370, 17 Am. B. R. 511: 2290.
v. Richardson-Roberts Dry Goods Co., C. C. A., 148 Fed. 598: 2184, 2185.
Hussong Dyeing Mach. Co. v. Philadelphia Drying Machinery Co., 173 Fed. 236: 1087.
Hutcheson v. Bigbee, 56 Fed. 329: 1921.
Hutchings v. Dean, 11 Ky. Law Rep. 310: 699.
Hutchins v. Munn, 209 U. S. 246, 52 L. ed. 776: 925, 926, 927.
v. William W. Bierce, Limited, 211 U. S. 429, 53 L. ed. 267: 2422.
Hutchinson, *Re*, 197 Fed. 1021: 2221.
Hutchinson v. Beckham, 118 Fed. 399, 402: 41, 326, 327, 328, 862.
v. Brock, 11 Mass. 119: 354.
v. Green, 6 Fed. 833, 836-839: 151.
v. Horner, 9 Jur. 615: 800.
Hutchinson v. Loewy, C. C. A., 163 Fed. 42, 90 C. C. A. 1: 542.
v. Otis, C. C. A., 115 Fed. 937: 2200.
v. Otis, 190 U. S. 552, 555, 47 L. ed. 1179, 1181: 2189, 2197, 2198, 2278, 2294.
Hutchinson Cooperage Co. v. Snider C. C. A., 107 Fed. 633: 2474.
Hutchinson, Pierce & Co. v. Loewy, 217 U. S. 457, 54 L. ed. 838: 67, 86, 2377.
Hutson v. Sadler, 31 W. Va. 358: 1237.
Huttig Sash & Door Co. v. Fuelle, 143 Fed. 363, 374: 871, 1366.
Huttig Mfg. Co. v. Edwards, C. C. A., 160 Fed. 619: 2156, 2180.
Hutton v. Joseph Bancroft & Sons' Co., 77 Fed. 481: 101.
v. Joseph Bancroft & Sons, 83 Fed. 17: 1178.
v. Star S. S. Co., 60 Fed. 747: 525.
Huxley v. Pennsylvania Warehousing & Safe Deposit Co., C. C. A., 170 Fed. 587: 2424.
v. Pennsylvania Warehousing & S. D. Co., C. C. A., 184 Fed. 705: 1426.
H. V. Keep Shirt Co., *Re*, 200 Fed. 80: 2206.
Hyams v. U. S., 139 Fed. 997, 999: 377.
Hyatt v. Challiss, 55 Fed. 267: 1581.
v. People, 188 U. S. 691, 713, 23 S. Ct. 456, 47 L. ed. 657: 1643.
Hyde, *Ex parte*, 194 Fed. 207: 1482, 1510.
Hyde v. Folger, 4 McLean, 255: 451.
v. Forster, 1 Dickens, 102: 587.
v. Forster, 1 Dick. 132: 745.
v. Shine, 199 U. S. 62, 80, 50 L. ed. 90, 97: 1470.
v. Shine, 199 U. S. 62, 51 L. ed. 689: 1628.
v. U. S., 225 U. S. 347, 373, 56 L. ed. 1114, 1128: 1639, 1709, 1721.
v. Victoria Land Co., 125 Fed. 970: 26, 35, 112, 263, 475.
v. Woods, 94 U. S. 523, 24 L. ed. 264.

[References are to pages.]

Hylton v. Morgan, 6 Ves. 293: 901.
Hyman v. Chales, 12 Fed. 855: 1411.
v. Eames, 41 Fed. 676, 677: 1584, 1585.
v. Wheeler, 29 Fed. 347: 1058.
v. Wheeler, 33 Fed. 329: 504, 505.
Hynes v. Briggs, 41 Fed. 468: 31.
Hypodame, The, 6 Wall. 216, 18 L. ed. 794: 1969.
Hyslop v. Hoppock, 5 Ben. 447: 576.
Hy-Yu-Tse Mil-Kin v. Smith, C. C. A., 119 Fed. 114: 380.

I.

Iasigi, *Re*, 79 Fed. 755: 1522.
Iasigi v. Brown, 1 Curt. 401, Fed. Cas. No. 6,993: 1128.
v. Van de Carr, 166 U. S. 391, 41 L. ed. 1045: 1515.
Ibanez v. Ortiz, 5 Phil. Rep. 325: 273.
Ibbs v. Archer, C. C. A. 185 Fed. 37: 2448.
Idaho, The, 29 Fed. 187, 191: 2013, 2014.
Idaho & O. L. I. Co. v. Bradbury, 132 U. S. 509, 33 L. ed. 433: 345, 2358, 2386, 2495, 2506.
Ide v. Ball Engine Co., 31 Fed. 901: 856, 897.
v. Trorlicht, D. & R. Carpet Co., C. C. A., 115 Fed. 137, 150: 639, 646, 1286.
Idzall, *Re*, 96 Fed. 314, 2 Am. B. R. 741: 2117, 2246.
Illingworth v. Atha, 42 Fed. 141, 144: 538, 895.
v. Spalding, 9 Fed. 154: 874.
Illinois v. Chicago & A. R. Co., Fed. Cas. No. 7,006 (6 Biss. 107): 72.
v. Chicago, B. & Q. R. Co., 16 Fed. 706: 71.
v. Fletcher, 22 Fed. 776, 778: 1871.
v. Illinois Cent. R. Co., 16 Fed. 881: 65, 1797.
v. Illinois Cent. R. Co., 33 Fed. 721: 71.
v. Rock Island & P. R. Co., 71 Fed. 753: 58.
Illinois Car & Eq. Co. v. Linstroth Wagon Co., C. C. A., 112 Fed. 737: 1147, 1149.
Illinois Cent. R. Co. v. Adams, C. C. A., 93 Fed. 852: 931.
Illinois C. R. Co. v. Adams, 180 U. S. 28, 21 Sup. Ct. 251, 45 L. ed. 410: 51, 2363, 2369.
v. Benz, 108 Tenn. 670, 58 L.R.A. 690, 91 Am. St. Rep. 763: 656.
v. Brown, 156 U. S. 386, 15 Sup. Ct. 656, 39 L. ed. 461: 1927.
v. Caffrey, 129 Fed. 770: 505.
v. Coley, 121 Kentucky, 385, 1 L.R.A.(N.S.) 370, 89 S. W. 234: 1786, 1800, 1821.
v. Davies, C. C. A., 146 Fed. 247: 2543.
v. Griffin, C. C. A., 80 Fed. 278: 1555.
v. Harris (Mississippi), 38 So. 225, 85 Miss. 15: 1792, 1822.
v. Hibbs (Kentucky), 78 S. W. 1116, 25 Ky. Law Rep. 1899: 136.
v. Illinois, 146 U. S. 387, 36 L. ed. 1018: 2541.
v. International Ass'n. of Machinists, 190 Fed. 910: 870.
v. McKendree, 203 U. S. 514, 525, 51 L. ed. 298, 303: 2395, 2405.
v. Mississippi Railroad Commission, C. C. A., 138 Fed. 327, 331: 388.
v. Sheegog, 215 U. S. 308, 54 L. ed. 208: 1784, 1785, 1786, 1930.
v. Sheegog, 217 U. S. 599: 1888, 1930.
v. Turrill, 110 U. S. 301, 28 L. ed. 154: 739.
v. Waller & Co., 164 Fed. 358, 85 Md. 532: 1809.
v. Warren, C. C. A., 149 Fed. 658: 1597.
Illinois C. T. Ry. Co. v. Wade, 140 U. S. 65, 35 L. ed. 342: 648.
Illinois Life Ins. Co. v. Newsman, 141 Fed. 449: 344.
v. Shenehon, 109 Fed. 674: 127, 128.
Illinois Steel Co. v. Ramsey, C. C. A., 176 Fed. 853, 866: 837, 840, 841, 990.
v. Schweder, 133 Wis. 561, 14 L.R.A.(N.S.) 239, 126 Am. St. Rep. 977, 113 N. W. 51: 504.

[References are to pages.]

Illinois Tr. & Sav. Bank v. Doud, 52 L.R.A. 481, 105 Fed. 123, 148, 149: 959, 960.
v. Kilbourne, C. C. A., 76 Fed. 883: 2451, 2452.
v. Minton, 120 Fed. 187: 872.
v. Ottumwa El. Ry. Co., 89 Fed. 235: 971, 974.
Illinois Watch Co. v. Elgin Nat. W. Co., C. C. A., 94 Fed. 667: 87.
v. Elgin Nat. W. Co., 179 U. S. 665, 677, 45 L. ed. 365, 382: 87.
Imbrovek v. Hamburg-American Steam Packet Co., 190 Fed. 229: 1196.
Imperial Brewing Co., *Re*, 143 Fed. 579: 2204.
Imperial Colliery Co. v. Chesapeake & Ohio Ry. Co., 171 Fed. 589: 190, 191.
Imperial Refining Co. v. Wyman, 3 L.R.A. 503, 38 Fed. 574: 1432, 1915.
Impey on Sheriffs (2d ed.) 532: 1050.
Importers' & Traders' Nat. Bank v. Lyons, 134 Fed. 510: 351, 1081, 1162.
Incorporated Town of Gilman v. Fernald, C. C. A., 141 Fed. 940: 2511, 2583.
Independent, The, 9 Ben. 489: 1316.
Independent Baking Powder Co. v. Boorman, 130 Fed. 726: 626, 780.
v. Boorman, 137 Fed. 995: 1135, 1139.
Ind. Coope & Co. v. Emmerson, 12 App. Cas. 300: 1125.
Independent District v. Bank of Rock Rapids, 48 Fed. 2: 1795.
Independent District of Rock Rapids v. Bank of Rock Rapids, 48 Fed. 2: 120.
Independent School Dist. of Sioux City v. Rew, 111 Fed. 1, 49 C. C. A. 198, 55 L.R.A. 364: 202, 207.
Independent Thread Co., *Re*, 113 Fed. 998, 7 Am. B. R. 701: 2058.
India Rubber Co. v. Consol. Rubber Tire Co., 117 Fed. 354: 329.
v. Phelps, 8 Blatchf. 85: 731.
Indian Land & Trust Co. v. Schoenfelt, C. C. A., 135 Fed. 484: 480, 1179.
Indiana v. Alleghany Oil Co., 85 Fed. 870: 61, 1769.
v. Glover, 155 U. S. 513, 39 L. ed. 243: 199.
v. Lake Erie & W. Ry. Co., 85 Fed. 1: 1912.
v. Tolleston Club of Chicago, 53 Fed. 18: 1911.
Indiana & Arkansas Lumber & Mfg. Co. v. Brinkley, C. C. A., 164 Fed. 963: 1262.
Indiana Mfg. Co. v. Koehne, 23 S. Ct. 452, 188 U. S. 681, 47 L. ed. 651: 326, 327.
v. Nichols & Shepard Co., 190 Fed. 579: 84, 85, 531, 703.
Indiana S. R. Co. v. Liverpool, L. & G. Ins. Co., 109 U. S. 168, 27 L. ed. 895: 703, 2447, 2532.
Indiana Stone Co. v. Stewart, 7 Ind. App. 563, 34 N. E. 1019: 790.
Indiana ex rel. Stanton v. Glover, 155 U. S. 513, 39 L. ed. 243: 111.
Indiana ex rel. Munice v. L. E. & W. R. Co., 85 Fed. 1: 1453.
Indianapolis v. Central Tr. Co., C. C. A., 83 Fed. 529: 931.
Indianapolis, B. & W. Ry. Co. v. Risley, 59 Ind. 60, 63: 1882, 1884, 1889.
Indianapolis Gas Co. v. Indianapolis, 82 Fed. 245, 246: 69, 327, 911.
v. Indianapolis, 90 Fed. 196: 1116.
Indianapolis & N. W. Traction Co. v. Consolidated Traction Co., 125 Fed. 247, 250: 922, 1373, 1376.
Indianapolis & St. L. R. Co. v. Horst, 93 U. S. 291, 23 L. ed. 898: 1122, 1549, 1550, 1569, 1571, 1580.
Indianapolis Water Co. v. American S. B. Co., 65 Fed. 531: 1300, 1327.
v. Am. Strawboard Co., 75 Fed. 972: 1373.
Indurated F. Ind. Co. v. Grace, 52 Fed. 124, 128: 527, 1177, 1179.
Industrial, &c., Co. v. El. Supply Co., C. C. A., 58 Fed. 732, 744: 1170.

[References are to pages.]

Industrial etc., Co. v. El. Supply Co., C. C. A., 84 Fed. 740: 1170.
Industrial & Mining Guaranty Co. v. Electrical Supply Co., 58 Fed. 732, 7 C. C. A. 471, 16 U. S. App. 196: 53, 55, 1041.
Infants, The, Abb. Adm. 263, 13 Fed. Cas. No. 7,030: 1156, 1943, 1944.
Ingalls, *Re*, 139 U. S. 548, 35 L. ed. 266: 2399.
Ingersoll v. Bonroe, 154 U. S. 645, 38 L. ed. 1091: 2297.
v. Coram, 127 Fed. 418: 501.
v. Coram, 132 Fed. 168, 172: 163, 857.
v. Coram, 136 Fed. 689: 594, 598, 601.
v. Coram, 174 Fed. 662: 2560, 2563.
v. Coram, 211 U. S. 335, 53 L. ed. 208, C. C. A., 148 Fed. 169: 163, 194, 594, 598, 601, 665.
v. Ingersoll, 42 Mass. 155: 620.
v. Jewitt, 16 Blatchf. 378, Fed. Cas. No. 7039: 665.
v. McWillie, 87 Tex. 647, 30 S. W. 869: 1096.
Ingham v. Pierce, 37 Fed. 647: 1299.
Ingilby v. Shafto, 33 Beav. 31: 1118.
Inglehart v. Stanbury, 151 U. S. 68, 38 L. ed. 76: 2448.
Ingraham v. National Salt Co., C. C. A., 130 Fed. 676: 2273.
v. National Salt Co., 139 Fed. 684: 171.
v. U. S., 155 U. S. 434, 39 L. ed. 213: 1673.
Ingram v. U. S., 32 Ct. Cl. 147, 162: 373.
Inhabitants of N. B. Tp. v. Halsey, 117 U. S. 336, 29 L. ed. 904: 1282.
Inland & Seaboard C. Co. v. Tolson, 136 U. S. 572, 34 L. ed. 539: 2450.
Inman & Co., *Re*, 171 Fed. 185: 2204.
Re, 175 Fed. 312: 2204.
Inman v. N. Y. Interurban Water Co., 131 Fed. 997, 999: 507, 524.
v. The Lindrup, 70 Fed. 718: 1961.
Innes v. Lansing, 7 Paige (N. Y.), 583: 424.
Insley v. U. S., 150 U. S. 512, 14 Sup. Ct. 158, 37 L. ed. 1163: 761, 1658.
Insurance Co. v. Bailey, 13 Wall. 616, 20 L. ed. 501, 503: 321, 338.
v. Boon, 95 U. S. 117, 24 L. ed 395: 1561.
v. Boykin, 12 Wall. 433, 20 L ed. 442: 1061.
v. Brune, 96 U. S. 588, 592, 593, 24 L. ed. 737, 739, 740: 635.
v. Comstock, 16 Wall. 258, 21 L. ed. 493: 1446.
v. Dunn 19 Wallace, 214, 22 L. ed. 68: 1765, 1766, 1826, 1856, 1890, 1927.
v. Folsom, 18 Wall. 237, 253, 21 L. ed. 827, 834: 1563.
v. Harris, 97 U. S. 331, 24 L. ed. 959: 655, 659.
v. Hochbergers, 12 Wall. 164, 20 L. ed. 364: 2561.
v. Lanier, 95 U. S. 171, 24 L. ed. 383: 1589.
v. Morse, 20 Wall. 445: 1763.
Insurance Co. of North America v. Delaware Mut. Insurance Co., 50 Fed. 243: 1788, 1791, 1795.
v. Delaware Mut. Safety Insurance Co., 91 Tenn. (7 Pickle) 537, 19 S. W. 755: 1795.
v. Frederick Leyland & Co. Ld., 139 Fed. 67: 1954.
v. Svendsen, 74 Fed. 346: 458, 717.
v. Wisconsin Cent. Ry. Co., C. C. A., 134 Fed. 794: 1556.
Ins. Co. of Va. Valley v. Mordecai, 22 How. 111, 16 L. ed. 329: 2547.
Interior Const. & I. Co. v. Gibney, 160 U. S. 217, 40 L. ed. 401: 195, 2366.
Interlocking Steel Sheeting Co. v. Friestedt Interlocking Channel Bar Co., 182 Fed. 398: 763, 764.
Intermingled Cotton Cases, 92 U. S. 651, 23 L. ed. 756: 2345.
International B. & S. Dock Co. v. U. S., 60 Fed. 523, 527: 378.
International Bank & Trust Co. v. Scott, C. C. A., 159 Fed. 58: 256, 470.

[References are to pages.]

International Coal Min. Co., *Re*, 143 Fed. 665, 16 Am. B. R. 309: 2051, 2074.
Int. Constr. & I. Co. v. Gibney, 160 U. S. 217, 40 L. ed. 401: 611.
International & G. N. R. Co. v. Hoyle, C. C. A., 149 Fed. 180: 1811.
International Mahogony Co., *Re*, C. C. A., 147 Fed. 147: 1089.
International Mausoleum Co. v. Sievert, 197 Fed. 936: 1179.
International Mercantile Marine Co. v. Stranahan, 155 Fed. 428: 911.
International Paper Co. v. Chaloux, C. C. A., 165 Fed. 436: 1383, 1384.
International Postal Supply Co. v. Bruce, 194 U. S. 601, 48 L. ed. 1134, affirming 114 Fed. 509: 383, 2308.
International Register Co. v. Recording Fare Register Co., 125 Fed. 790: 1367.
International Tooth Crown Co. v. Carmichael, 44 Fed. 350: 690.
v. Carmichael, 44 Fed. 350, 351: 535, 703, 898.
International T. C. L. Co. v. Maurer, 44 Fed. 618, 619: 1175, 1177.
International Tr. Co. v. Cartersville I. G. & W. Co., 63 Fed. 341, 346: 500.
v. Decker Bros., C. C. A., 11 L.R.A.(N.S.) 152, 152 Fed. 78: 988, 992.
v. T. B. Townsend B. & Cr. Co., C. C. A., 95 Fed. 850: 121, 957, 959.
v. Weeks, 116 Fed. 898: 82.
v. Weeks, 203 U. S. 364, 51 L. ed. 224: 82.
International Textbook Co. v. Pigg, 217 U. S. 91, 112, 54 L. ed. 678, 687: 355.
International Wireless Telegraph Co. v. Fessenden, 131 Fed. 491: 197, 1278.
Interstate Building & Loan Ass'n v. Edgefield Hotel Co., 109 Fed. 692: 55.
Interstate Commerce Commission, *Re*, 53 Fed. 476: 1101.
Interstate Com. Com's v. Atchison, T. & S. F. R. Co. 149 U. S. 264, 37 L. ed. 727: 2374, 2410.
v. Baird, 194 U. S. 25, 48 L. ed. 860: 1098.
v. Detroit G. H. & M. Ry. Co., 167 U. S. 633, 42 L. ed. 306: 2375.
v. Goodrich Transit Co., 224 U. S. 194, 204, 205, 56 L. ed. 729, 733, 734: 1177.
v. Lake Shore & M. S. Ry. Co., 134 Fed. 942: 299.
v. Louisville & N. R. Co., 101 Fed. 146: 2489.
v. Louisville & Nashville Railroad Co., 227 U. S. 88: 550.
v. Southern Pac. Co., 132 Fed. 829: 559.
v. Texas & P. Ry. Co., 52 Fed. 187: 440.
v. Texas & Pac. Ry. Co., 57 Fed. 948, 955: 193.
v. U. S. ex rel. Humboldt Steamship Co., 224 U. S. 474, 56 L. ed. 849, 551, 1452, 1460.
Interstate Commerce Commission, and Federal Sugar Refining Co. v. The Baltimore & Ohio Railroad Co., (Comm. Ct.) 225 U. S. 306, 56 L. ed. 1100: 298.
Interstate Construction Co. v. Regents of the U. of Idaho, 199 Fed. 509: 389, 478.
Interstate Life Assur. Co. v. Dalton, C. C. A., 165 Fed. 176: 1556.
v. Maxwell L. Co., 139 U. S. 569, 35 L. ed. 278: 1176.
Interstate Paving Co., *Re*, 171 Fed. 604: 2050.
Interstate Ry. Co. v. Philadelphia, B. & T. St. Ry. Co., 164 Fed. 770: 166.
Interurban Ry. & Terminal Co. v. Westinghouse Electric & Mfg. Co., C. C. A., 186 Fed. 166, 170, 108 C. C. A. 298: 875, 876, 877, 935, 935.
Interventions in the Federal Courts, by Edward C. Eliot, 31 Am. Law Rev. 377: 837.
Intrepid, The, 42 Fed. 185: 1966.
Investment Co. of Phila. v. Ohio & N. W. Ry. Co., 4 Fed. 378: 984.

[References are to pages.]

Investment Co. of Phila. v. Ohio & N. W. R. Co., 36 Fed. 48: 988.
Iona, C. C. A., 80 Fed. 933: 1966.
Iowa v. Chicago, M. & St. P. R. Co., 33 Fed. 391: 60.
v. Chicago, B. & Q. R. Co., 3 L.R.A. 554, 37 Fed. 497: 1768.
v. Illinois, 151 U. S. 238, 38 L. ed. 145: 8, 1259, 1391.
Iowa Falls Mfg. Co., *Re*, 140 Fed. 527: 2267.
Iowa Homestead Co. v. Des Moines Nav. & R. Co., 8 Fed. 97 (3 McCrary, 95): 840, 1900, 1901.
Iowa Lillooet Gold Min. Co. v. Bliss, 144 Fed. 446: 125, 1782, 1788, 1795, 1917.
Iowa & M. Const. Co., *Re*, 6 Fed. 799: 1768.
Iowa & M. Construction Co., *Re*, 10 Fed. 401, 3 McCrary, 310 (under U. S. R. S., § 639): 153, 158, 1778, 1779, 1862.
Ira M. Hedges, The, 218 U. S. 264, 54 L. ed. 1039: 1933, 2362, 2367.
Ireton v. Pennsylvania, Co., C. C. A., 185 Fed. 84: 1793, 2448, 2474, 2529.
Iris, The, C. C. A., 100 Fed. 104: 1958.
Iron Cliffs Co. v. Negaunee Iron Co., 197 U. S. 463, 49 L. ed. 836: 402.
Iron Dyke Copper Min. Co. v. Iron Dyke R. Co., 132 Fed. 208: 604.
Iron Gate Bank v. Brady, 184 U. S. 665, 46 L. ed. 739: 31, 739, 741.
Iron Molders' Union No. 125 of Milwaukee, Wis. v. Allis-Chalmers Co., C. C. A., 20 L.R.A. (N.S.) 315, 166 Fed. 45: 455.
Iron Mountain R. Co. v. Memphis, 96 Fed. 113, 125: 69, 327.
Iron Silver Min. Co. v. Mike & S. G. & S. Min. Co. 143 U. S. 394, 36 L. ed. 201: 2557.
Ironclad Mfg. Co., *Re*, C. C. A., 190 Fed. 320: 2287.
Iron Clad Mfg. Co., *Re*, C. C. A., 191 Fed. 831, 906: 2112.
Ironclad Mfg. Co., *Re*, C. C. A., 192 Fed. 318: 2097.
Iron Clad Mfg. Co., *Re*, 193 Fed. 781: 2073, 2114, 2117, 2118, 2132.
Iron Clad Mfg. Co., *Re*, 194 Fed. 906: 2112, 2114, 2032.
Ironclad Mfg. Co., *Re*, C. C. A., 197 Fed. 280: 2121, 2288.
Iron Clad Mfg. Co., *Re*, C. C. A., 201 Fed. 66: 1192, 1193, 1372.
Irons v. Manufacturers' Nat. Bank, 17 Fed. 308: 475.
v. Mfrs. Nat. Bank, 6 Biss. 301: 940.
Iroquois, The, 113 Fed. 964: 1939.
Iroquois Mach. Co., *Re*, 166 Fed. 629: 2212.
Irvine, *Ex parte*, 74 Fed. 954: 1098, 1480.
Irvine v. Blackburn, 198 Fed. 360: 667.
v. Hesper, The, 122 U. S. 256, 30 L. ed. 1175: 1982, 2358, 2532.
v. Putnam, 190 Fed. 321: 362, 645.
v. Joint Dist. Council of New York and Vicinity of United Brotherhood of Carpenters, 180 Fed. 896: 141, 430, 459, 872, 910.
Irvine Co. v. Bond, 74 Fed. 849: 134.
v. Sutton, 1 Cranch, C. C. 567: 1142.
Irwin, *Re*, C. C. A., 174 Fed. 642: 2222, 2274, 2278, 2279, 2284.
Irwin v. Cummings, Hempst. 703: 1314.
v. Meyrose, 7 Fed. 533: 1403.
v. Dixion, 9 How. 10, 13 L. ed. 25: 866, 867.
Isaac Harris Co., *Re*, 173 Fed. 735, 2094.
Isaacson, *Re*, C. C. A., 174 Fed. 406: 2108, 2109.
Re, 175 Fed. 292: 2141, 2245.
Re, (D. C.) 23 Am. Banker. Rep. 665, 175 Fed. 292:
Island Queen, The, 152 Fed. 470: 1349.
Isle v. Cranby, 199 Ill. 39, 64 L.R.A. 513, 64 N. E. 1065: 360.
I. S. Vickerman & Co., *Re*, 199 Fed. 589: 2218, 2219.
Isnard v. Cazeaux, 1 Paige (N. Y.) 38: 797.
v. Cazeaux, 1 Paige (N. Y.), 39: 797.

[References are to pages.]

Israel v. Israel, 130 Fed. 237: 324.
v. Israel, C. C. A., 9 L.R.A. (N.S.) 1168, 8 Ann. Cas. 697, 148 Fed. 576: 660.
Itasco, The, 117 Fed. 885: 1972.
Italy, Hinton v. Galli, 24 L. J. Ch. 121: 977.
Ivancich v. Odlin, 1 Phil. Rep. 284: 273.
Ives, *Re*, 111 Fed. 495: 2046.
Re, C. C. A., 113 Fed. 911, 7 Am. B. R. 692: 2059.
Ives v. Grand Trunk Ry Co., 35 Fed. 176: 1582, 1583.
Ivinson v. Hutton, 98 U. S. 79, 25 L. ed. 66: 1430.

J.

Jablin, *Re*, 194 Fed. 228: 2116, 2117.
Jabine v. Oates, 115 Fed. 861: 2492.
Jack v. D. M. & Ft. D. R. Co., 49 Iowa, 627: 608, 838.
v. Williams, 113 Fed. 823, 824: 111, 464.
Jackes-Evans Mfg. Co. v. Hemp & Co., C. C. A., 140 Fed. 254: 1800.
Jackier, *Re*, 179 Fed. 720: 2116.
Jackman v. Lord, 56 Hun (N. Y.) 192: 788.
Jacques v. Collins, 2 Blatchf. 23: 1127, 1128.
Jacksin v. Chew, 12 Wheat. 153-168, 6 L. ed. 583 589: 1568.
Jackson, *Re*, 9 Fed. 493: 920.
Re, 40 Fed. 372: 256.
Re, 94 Fed. 797, 2 Am. B. R. 501: 2098.
Jackson v. Chicago, R. I. & P. Ry. Co., C. C. A., 178 Fed. 432: 1800
v. Alabama Great Southern R. Co., 58 Miss. 648: 1882, 1883, 1892.
v. Allen, 132 U. S. 27, 10 Sup. Ct. 9, 33 L. ed. 249: 1836, 1846, 1911, 1929.
v. Ashton, 8 Pet. 148, 8 L. ed. 898: 473, 476.
v. Ashton, 10 Pet. 480, 9 L. ed. 502: 2521.
v. Cator, 5 Ves. 688: 909.
v. Del. R. A. Co., 131 Fed. 131: 575.
v. Emmons, 176 U. S. 532, 44 L. ed. 576: 2551.
v. Gould, 74 Maine, 564: 1777.
Jackson v. Hooper, 171 Fed. 597, 598: 579, 596, 598.
v. Hooper, 188 Fed. 509: 1922.
v. Horton, 3 Caines (N. Y.) 19: 646.
v. Jackson, 2 Hogan, 238: 981.
v. Jackson, C. C. A., 175 Fed. 710: 434, 486, 2430.
ex dem. Kenyon v. Virgil, 3 J. R. (N. Y.) 540: 1085.
v. Munks, 58 Fed. 596: 7971.
Jackson v. Munks, C. C. A., 69 Fed. 571: 1971.
v. Mutual Life Ins. Co., 186 Fed. 447: 1561, 1563.
v. Mutual Life Ins. Co., Fed. Cas. No. 7,141 (3 Woods, 413): 1924.
v. Mutual Life Ins. Co., C. C. A., 186 Fed. 447: 2476.
v. Oglander, 2 H. & M. 465: 651.
v. Petrie, 10 Ves. 164: 1045, 1048.
v. Rowell, 87 Ala. 685, 4 L.R.A. 637: 481, 490.
v. Sedgwick, 189 Fed. 508: 2178.
v. Simmons, C. C. A., 98 Fed. 768: 707.
v. Steamboat, The, 20 How. 296, 15 L. ed. 909: 1932.
v. Stiles (New York), 4 Johns. 493: 1819.
v. Strong, 1 McClel. 245: 723.
v. White, 1 Peters Adm. 179, Fed. Cas. No. 7,151: 2009.
Jackson Brick & Title Co., *Re*, 189 Fed. 636: 2028, 2176.
Jackson Co. v. Gardiner Inv. Co., C. C. A., 200 Fed. 113, 117: 648, 669, 912, 913, 922.
Jackson & Sharp Co. v. Burlington & L. R. Co., 29 Fed. 474: 121.
v. Pearson, 60 Fed. 113: 54, 200, 563, 804, 1789, 1807, 1900.
Jackson Stores, 192 Fed. 705: 2166.
Jacksonville M. P. Ry. & N. Co. v. Hooper, 160 U. S. 514, 40 L. ed. 515: 1087.
Jacksonville, T. & K. Ry. Co. v.
Jacob v. U. S., Brock 520, 525: 714, 1439.
v. Roberts, 223 U. S. 261, 264, 265, 56 L. ed. 429, 431: 598.

[References are to pages.]

Jacob Tome Institute v. Whitcomb, C. C. A., 160 Fed. 835: 156.
Jacob Berry & Co., *Re*, 146 Fed. 623: 2251.
& Co., C. C. A., 175 Fed. 769: 2217.
Jacobi, *Ex parte*, 104 Fed. 681: 1519.
Jacoby v. Pennsylvania R. Co., 200 Fed. 989: 1436.
Jacobs, *Re*, C. C. A., 99 Fed. 539: 2280, 2284, 2297.
v. George, 150 U. S. 415, 37 L. ed. 1127: 2472, 2473.
v. Richard, 18 Beav. 300: 691.
v. Mexican Sugar Co., 130 Fed. 589: 318, 344.
Jacobs & Roth, *Re*, 154 Fed. 988: 2149.
Jacobs & Verstandig, *Re*, 147 Fed. 797: 2251.
Jacobson, *Re*, 181 Fed. 870: 2048, 2049.
Jacobson v. Allen, 12 Fed. 454, 455: 325, 997.
v. Chicago, R. I. & P. Ry. Co., 176 Fed. 1004: 1784, 1785, 1786, 1916, 1918.
Jacobson & Son Co., *Re*, C. C. A., 196 Fed. 949: 2233.
Jacobson, B. & Son Co., *Re*, C. C. A., 196 Fed. 949: 2233.
Jaeger v. U. S., 33 Ct. Cl. 214: 2349.
Jaffrey, *Ex parte*; Waite & Crocker, *Re*, 1 Low. 321: 1331, 1335.
Jaffrey v. Brown, 29 Fed. 476: 1233.
Jahu v. Champagne Lumber Co. 147 Fed. 631: 318.
Jamaica Slate Roofing & Supply Co., *Re*, 197 Fed. 240: 2119.
James, *Re*, 18 Fed. 853: 176, 1630, 1636, 1657.
C. C. A., 181 Fed. 476, affirming 175 Fed. 894: 2251.
v. Atlantic D. Co., 3 Cliff. 614: 1087.
v. Campbell, 104 U. S. 356, 26 L. ed. 786: 895, 2307.
v. City Investing Co., 188 Fed. 513: 480, 503.
v. Downs, 18 Ves. 522: 1365.
v. Goodrich, 1 Wend. (N. Y.) 289: 793.
v. Gordon, 1 Wash. 333: 1065.
v. McCormack, 105 U. S. 265, 26 L. ed. 1044: 2520.
James v. Milwaukee & M. R. Co., 6 Wall. 752: 1235, 1236, 1249.
v. Radnor County Council, 6 Times Rep. 40: 791.
v. Richardson, 39 Hun (N. Y.) 399: 1084.
v. Stone, 227 U. S. 410: 2295.
v. Thurston, 6 R. I. 428: 1781.
v. U. S., 202 U. S. 401, 50 L. ed. 1079: 0003.
v. Wild Goose Mining & Trading Co., 143 cFl. 868: 934.
James Carothers & Co., *Re*, 182 Fed. 501: 2197, 2217, 2272, 2276.
192 Fed. 691: 2217.
193 Fed. 687: 2153.
James Dunlap Carpet Co., *Re*, 171 Fed. 532: 2135, 2196.
James Freeman Brown Co. v. Harris, 139 Fed. 105: 1012.
James H. Rice Co. v. Libbey, C. C. A., 105 Fed. 825: 2449.
James M'Caulley, The, 181 Fed. 932: 1959.
James Roy, The, 59 Fed. 784: 159.
James B. Sipe & Co. v. Columbia Refining Co., 171 Fed. 295: 494.
James G. Swan, 106 Fed. 94: 658.
James F. White & Co. v. U. S., 154 Fed. 175: 1081.
Jamieson, *Re*, 120 Fed. 697: 2240.
Jamison v. Willis, 1 Cranch, C. C. 566: 1142.
Jane Gray, The, 99 Fed. 582, 593: 1993, 1998.
Janeway v. Green, 16 Abb. Pr. (N. Y.) 215, note: 939.
Janney v. Pancoast International Ventilator Co., 124 Fed. 972: 1362.
Jaquith v. Rowley, 188 U. S. 620, 23 Sup. Ct. 369, 47 L. ed. 413: 2025, 2026.
Jarboe v. Templer, 38 Fed. 213: 100.
Jaretzki v. Lee, City Court of City of New York, McAvoy, J., N. Y. L. J. Jan'y. 6, 1912: 2167.
Jarmon v. Wiswall, 9 C. E. Green (N. J.), 68: 1393.
Jarnecke Ditch, *Re*, 69 Fed. 161: 1767, 1775, 1799.
Jaros Hygienic Underwear Co. v. Fleece Hygienic Underwear Co., 60 Fed. 622: 479, 508, 535, 660.

[References are to pages.]

Jarrold v. Houlston, 3 Kay & J. 708: 884.
Jarowski v. Hamburg-American Packet Co., C. C. A., 182 Fed. 320: 123.
v. Hamburg-American Packet Co., 186 Fed. 332: 2458.
Jarrard v. Saunders, 2 Ves., Jr. 454: 1123.
Jarvis v. Crozier, 98 Fed. 753: 357, 358, 1781.
Jassoy Co., *Re*, C. C. A., 178 Fed. 515: 2164.
Jaster v. Currie, 198 U. S. 144, 49 L. ed. 988: 603, 605.
Jaynes, *Ex parte*, 70 Cal. 638, 12 Pac. 117: 1104.
Jaquith v. Alden, 189 U. S. 78, 47 L. ed. 717: 2182.
J. B. Brewster & Co., *Re*, C. C. A., 180 Fed. 109: 2201.
J. B. & J. M. Cornell Co., *Re*, 201 Fed. 859: 1242, 2232.
J. B. & J. M., *Re*, Cornell Co., 201 Fed. 381, 393: 991, 993.
v. Ward, C. C. A., 168 Fed. 51: 360, 361.
J. B. McFaralu Carriage Co. v. Solanas, C. C. A., 106 Fed. 145: 2033.
J. B. Orcutt Co. v. Green, 204 U. S. 96, 51 L. ed. 390: 2200.
Jeanie Landles, The, 17 Fed. 91: 1317.
Jecker v. Montgomery, 18 How. 110, 124, 15 L. ed. 311, 317: 2011.
Jefferson, *Re*, 93 Fed. 948, 2 Am. B. R. 206: 2167, 2204.
v. Driver, 117 U. S. 272, 6 Sup. Ct. 729, 29 L. ed. 897: 1807.
Jefferson Borden, The, 6 Fed. 301: 2009.
Jefferson Brank Bank v. Skelly, 1 Black, 436, 17 L. ed. 173: 1198.
Jefferson Casket Co., *Re*, 182 Fed. 689: 2077.
Jefferson Electric Light, Heat & Power Co. v. Westinghouse Electric & Mfg. Co., C. C. A., 134 Fed. 392: 874.
v. Westinghouse Electric & Mfg. Co., C. C. A., 139 Fed. 385: 668.
Jefferson Hotel Co. v. Brumbagh, C. C. A., 168 Fed. 867: 1233, 1333.
Jeffrey v. Brown, 29 Fed. 476: 1249.
Jeffreys v. Smith, 1 J. & W. 298: 938, 975.
Jeffries v. Laurie, 2 Fed. 195: 1353, 1361.
Jehu, *Re*, 94 Fed. 638: 2047, 2090, 2135, 2059.
Jellenik v. Huron Copper Mining Co., 177 U. S. 1, 44 L. ed. 647: 594, 1576.
Jelly v. Tiddeman, 13 Fed. Cas. No. 7,256a: 1944.
Jemison Mercantie Co., *Re*, C. C. A., 112 Fed. 966: 2046, 2119, 2239, 2294.
Jennes v. Landes, 84 Fed. 73: 132, 1839.
v. Landes, 85 Fed. 801: 129.
Jennings, *Re*, 118 Fed. 479: 1484.
v. Burton, 177 Fed. 603: 1330.
v. Carson, 4 Cranch, 2, 2 L. ed. 531: 2491.
v. Dolan, 29 Fed. 861: 1230, 1231, 1232.
v. Johnson, C. C. A., 148 Fed. 337: 600, 820, 1309.
v. Menaugh, 118 Fed. 612: 1321.
v. Nugent, 1 Molloy, 134: 567, 736.
v. Phil., Balt. & Wash. Ry. Co., 218 U. S. 255, 54 L. ed. 1031: 1591, 1592.
v. Phil. & R. R. Co., 23 Fed. 569: 949, 954, 955.
v. Pierce, 15 Blatchf. 42: 673.
v. Simpson, 1 Keen, 404: 1272.
v. William A. Stannus & Son, C. C. A., 191 Fed. 347: 2054, 2218.
Jenkins, *Ex parte*, 2 Wall. C. C. 521, 528: 1480.
Jenkins, J., in Empire Dis. Co. v. McNulta, C. C. A., 77 Fed. 700, 703: 835.
v. Banning, 23 How. 455, 16 L. ed. 580: 2554, 2561.
v. Collard, 145 U. S. 546, 36 L. ed. 812: 1054.
v. Eldredge, 3 Story C. C. 181, 283, 284: 484, 637, 773
v. Eldredge, 3 Story, 299: 765, 1396, 1397, 1399, 1402.
v. Greenwald, 1 Bond, 126: 881.
v. Greenwald, 2 Fisher, 37: 881.
v. International Bank, 106 U. S. 571, 27 L. ed. 304: 2167.
v. Neff, 186 U. S. 230, 235, 46 L. ed. 1140, 1142: 2408.

[References are to pages.]

Jenkins v. Smith, 57 How. Pr. (N. Y.) 171: 603.
Jenks v. Brewster, 96 Fed. 625: 144, 154.
Jenour v. Jenour, 10 Ves. 573: 1270, 1271.
Jensen v. Cooks' & Waiters' Union of Seattle (Wash. 1905), 81 Pac. 1069: 871.
Jerauld County v. Williams, 7 S. D. 196, 63 N. W. 905: 800.
Jeremiah Smith & Sons, *Re*, C. C. A., 193 Fed. 395: 1992.
Jerman v. Stewart, 12 Fed. 271: 1300, 1337.
Jerome v. McCarter, 94 U. S. 734, 24 L. ed. 136: 407, 634, 989, 992.
v. McCarter, 21 Wall. 17, 22 L. ed. 515: 2484, 2485, 2486.
v. McCarter, 94 U. S. 734, 24 L. ed. 136: 987, 988.
v. Rio Grante County Comm'rs, 18 Fed. 873: 201.
v. Ross, 7 J. Ch. (N. Y.) 315: 868.
Jersey Island Packing Co., *Re*, C. C. A., 2 L.R.A.(N.S.) 560, 138 Fed. 625, 14 Am. B. R. 689: 2098: 152 Fed. 839: 2233.
Jervis v. Berridge, L. R. 8 Ch. 357: 690.
Jesse D. Carr Land & Live Stock Co. v. U. S., C. C. A., 118 Fed. 821: 1071.
Jesse Hoyt, *Ex parte*, 13 Pet. 279, 10 L. ed. 161: 1453.
Jessup v. Chicago & N. W. Ry. Co., 188 Fed. 931: 43, 318, 436.
v. Illinois Central R. Co., 56 Fed. 735: 1169.
Jesup v. Illinois Cent. R. Co., 43 Fed. 483: 693, 695, 706.
v. Wabash, St. L. & P. Ry. Co., 44 Fed. 663, 664, 667: 860, 1243, 1273.
Jetton v. University of the South, 208 U. S. 489, 52 L. ed. 584: 395.
Jewell v. City of Philadelphia, 186 Fed. 639: 504.
Jewel Tea Co. v. Lee's Summit, Mo., 198 Fed. 532: 41, 858, 862.
Jewett v. Bradford S. B. Tr. Co., 45 Fed. 801: 195, 200.
v. Garrett, 47 Fed. 625: 115, 573, 574, 606, 1441.
v. U. S., C. C. A., 100 Fed. 832: 2494, 2495.
Jewett Bros. & Jewett v. Chicago, M. & St. P. Ry. Co., 156 Fed. 160: 550.
Jewett Car Co. v. Kirkpatrick, 107 Fed. 622: 1426, 1429.
Jewish Colonization Ass'n v. Solomon, 125 Fed. 994: 494, 1179.
v. Solomon & Germanski, 125 Fed. 994: 111.
J. G. Chapman, The, 62 Fed. 939: 159, 179.
J. H. Alison Lumber Co., *Re*, 137 Fed. 643: 2215.
J. I. C. Plow Works v. Finks, 81 Fed. 529: 1013.
Jifkins v. Sweetzer (Pennsylvania), 33 Leg. Int. 282, 2 Wkly. Notes Cas. 591: 1886.
v. Sweetser, 102 U. S. 177, 26 L. ed. 129: 1827.
J. Jungmann Inc., *Re*, C. C. A., 186 Fed 302: 2105.
J. J. McCaskill Co. v. Dickson, C. C. A., 159 Fed. 704: 207, 474.
v. U. S., 216 U. S. 504, 54 L. ed. 590: 462.
J. M. Acheson Co., *Re*, C. C. A., 170 Fed. 427: 2216.
J. M. Ceballos & Co., *Re*, 161 Fed. 445: 2253, 2056, 2082.
Joannidis v. Loeb, 191 Fed. 93: 384.
Jobe v. Urquhart, 98 Ark. 525, 136 S. W. 663: 392.
Johansen Bros. Shoe Co. v. Alles, C. C. A., 197 Fed. 274: 2089, 2285, 2292.
John A. Etheridge Furniture Co., *Re*, 92 Fed. 329: 2058, 2090.
John and Winthrop, The, C. C. A., 182 Fed. 380: 1982.
John A. Baker Notion Co., *Re*, 180 Fed. 922: 2197: 2197, 2200.
John Crossley Sons v. New Orleans, 20 Fed. 352: 332.
John Deere Plow Co. v. Anderson, C. C. A., 174 Fed. 815: 2572.
John D. Park & Sons Co. v. Bruen, 139 Fed. 698: 655.
John E. Mulford, The, 18 Fed. 455: 1320: 18 Fed. 455: 1318: 18 Fed. 455: 1315.
John Griffin, The, 15 Wall. 29, 21 L. ed. 80: 1080.
John H. Starin, The, C. C. A., 191 Fed. 800: 2003.

[References are to pages.]

John H. Starin, 175 Fed. 527: 1962.
John H. Woodbury Dermatological Institute, *Re*, C. C. A., 191 Fed. 819: 2158, 2166.
John K. Gilkinson, The, 150 Fed. 454: 1991, 1995, 2005.
John Marrow & Co., *Re*, 134 Fed. 686: 2189.
John Matthews, Inc. v. Knickerbocker Tr. Co., C. C. A., 192 Fed. 557: 2097.
John Naylon & Co. et al. v. Christiansen Harness Mfg. Co., C. C. A., 158 Fed. 290: 2066.
Johns-Pratt Co. v. Sachs Co., C. C. A., 175 Fed. 70: 406.
John Shillito Co. v. McClung, 66 Fed. 22: 1296.
John Twohy, Jr., The, 189 Fed. 965: 1253, 1975.
John Walls, Jr., The, 1 Spr. 178: 1317.
Johnes v. Claughton, Jac. 573: 1001.
Johns v. James, 13 Ch. D. 370: 1125.
v. Donvan, 30 Fed. 395: 1892.
v. City of Pittsburg, 106 Fed. 753: 42.
Johnston v. Cadillac Motor Car Co., 197 L. ed. 820: 143, 1777.
v. Forsyth Mercantile Co., 127 Fed. 845: 848, 553, 625, 2031.
v. Pittsburg, 106 Fed. 753: 47.
v. Spencer, C. C. A., 195 Fed. 215: 2032, 2111.
v. Straus, 26 Fed. 57: 42, 55.
v. Todd, 5 Beav. 394: 804.
v. Trippe, 33 Fed. 530: 26.
v. U. S., 17 Ct. Cl. 157: 370.
v. U. S., C. C. A., 154 Fed. 445: 1738.
v. Vanamringe, 5 Blackf. (Ind.) 311: 1645.
Johnson, *Re*, 46 Fed. 477: 1511; 149 Fed. 864, 18 Am. B. R. 74:
Johnson, *Re*, 167 U. S. 120, 124, 42 L. ed. 103, 104: 176, 1630; 176 Fed. 591: 2218; 192 Fed. 356: 2243.
v. Accident Ins. Co. of N. A., 35 Fed. 374: 1915.
v. Andrews, 34 Misc. (N. Y.) 89, 68 N. Y. Supp. 764: 711.
v. Bailey, 59 Fed. 670: 1554.
Johnson v. Bridgeport Deoxidized Bronze & Metal Co., 125 Fed. 631: 1908.
v. Cadillac Motor Car Co., 197 Fed. 485: 1587.
v. Cariolanus, Crabbe, 239: 1074.
v. Chicago & Pac. Elevated Co., 119 U. S. 388, 30 L. ed. 447: 1934, 1937.
v. Christian, 125 U. S. 642, 31 L. ed. 820: 143, 1777.
v. Computing Scale Co., 139 Fed. 339: 583, 1813, 1830.
v. Compton, 4 Simons, 47: 425.
v. Crawford & Yothers, 154 Fed. 761: 1542.
v. Donaldson, 18 Blatchf. 287: 1129.
v. F. C. Austin Mfg. Co., 76 Fed. 616: 1848, 1852, 1855.
v. Foos Mfg. Co., C. C. A., 141 Fed. 73: 1286.
v. Ford, 109 Fed. 501: 105.
v. Forsyth Merc. Co., 127 Fed. 845, 848: 1123.
v. Gelston, 3 N. J. Law (2 Penning) 668: 1888, 1892.
v. Gordon, 4 Cal. 768 (1854): 2398.
v. Granite Co., 53 Fed. 569: 1430.
v. Hanley, Hoye Co., 188 Fed. 752: 2680.
v. Harmon, 94 U. S. 371, 378, 24 L. ed. 271, 273: 1203, 1208.
v. Herold, 161 Fed. 593: 363, 657, 662.
v. Hobart, 45 Fed. 542: 1586.
v. Hoy, 227 U. S. 245, 57 L. ed. —: 1476, 1521.
v. Huff, Andrews & Moyler Co., C. C. A., 133 Fed. 704: 2171.
v. Hunt, 66 Hun, (N. Y.), 504: 890.
v. Hunter, 127 Fed. 219: 446.
v. Johnson, 13 Fed. 193: 0023, 324, 1772, 1911.
v. Jones, 1 Black, 209, 17 L. ed. 117: 2571.
v. Keith, 117 U. S. 199, 29 L. ed. 888: 2422.
v. Lehigh Valley Traction Co., 130 Fed. 932: 1009.
v. Meyers, C. C. A., 54 Fed. 417: 2460.
v. Miller, 96 Fed. 271: 1166.

[References are to pages.]

Johnson v. Mississippi & T. R. Co., 31 Fed. 551: 1281.
v. Monell, Fed. Cas. No. 7,399 (Woolw. 390): 124, 1762.
v. New Orleans Nat. Banking Ass'n (Louisiana), 33 La. Ann. 479: 96.
v. Norris, C. C. A., 190 Fed. 459: 2229.
v. Northey, 2 Vern. 407: 1389, 1390.
v. Peck, 2 Ves. Sen. 465: 744.
v. Philadelphia, W. & B. R. Co., 9 Fed. 6: 138.
v. Powers, 13 Fed. 315: 1176.
v. Powers, 139 U. S. 156, 158, 35 L. ed. 112, 113: 360.
v. Rankin (Texas) 95 S. W. 665, *infra*, § 35: 91, 93, 0012.
v. Risk, 137 U. S. 300, 307, 34 L. ed. 683, 686: 2404, 2407, 2407, 2408.
v. Roe, 1 Fed. 692: 640.
v. S. & B. Ry. Co., 3 De G., M. & G. 914: 890.
v. Sherwood, 34 Ind. App. 490, 73 N. E. 180: 699.
v. Southern B. & L. Ass'n, 99 Fed. 646: 955.
v. Spencer, C. C. A., 195 Fed. 215: 2114.
v. St. Louis, I. M. & S. Ry. Co., 141 U. S. 602, 610, 35 L. ed. 875, 876: 1420.
v. Hattie Belle, The, 65 Fed. 119: 1974.
v. Towsley, 13 Wall. 72, 87, 20 L. ed. 485, 458: 382.
v. Trust Co. of America, C. C. A., 104 Fed. 174: 2448.
v. U. S., 228 U. S. 457: 2140.
v. U. S., C. C. A., 18 L.R.A. (N. S.) 1194, 163 Fed. 2251, 2252.
v. Wald, C. C. A., 93 Fed. 640: 2067.
v. Waters, 108 U. S. 4, 27 L. ed. 630: 2486.
v. Waters, 111 U. S. 640, 667, 28 L. ed. 547, 556: 161, 333, 1215, 1419, 1778.
v. Watkins, 40 Fed. 187: 1278.
v. Wells, F. & Co., 91 Fed. 1: 1757, 1888, 1921.
v. Wilkins, 116 U. S. 392, 29 L. ed. 671: 2445, 2521.
v. Wyatt, 2 De G., J. & S. 18: 885.
Johnson v. Wharton, 152 U. S. 252, 38 L. ed. 429: 664, 678.
Johnson & Knox Lumber Co., *Re*, C. C. A., 151 Fed. 207: 1111.
Johnson R. Co. v. Avery Mach. Co., 28 Fed. 193: 874.
R. R. S. Co. v. Union S. & S. Co., 43 Fed. 331: 201, 589, 704.
R. R. S. Co. v. Union S. & S. Co., C. C. A., 55 Fed. 487: 874.
Joice v. Canal Boats, 32 Fed. 553: 1952.
Joins, *Ex parte*, 191 U. S. 93, 48 L. ed. 110: 1445.
Jollie v. Jaques, 1 Blatchf. 618: 885.
Joline v. Metropolitan Securities Co., 164 Fed. 650: 1563.
Jolly v. Arbuthnot, 4 De G. & J. 224, 245: 1271.
Jonas H. French, The, 119 Fed. 462: 179.
Jones, *Re*, 97 Fed. 773: 2218.
100 Fed. 781: 2212, 2213.
151 Fed. 108: 2135, 2195.
164 U. S. 691, 41 L. ed. 601: 2376.
166 Fed. 337: 2223.
Jones v. Adams Express Co., 129 Fed. 618: 1833.
v. Alephsin, 16 Ves. 470, 471: 1050.
v. Amazon Ins. Co. (Pennsylvania), 8 Leg. Gaz. 59: 1763.
v. Andrews, 10 Wall. 327, 19 L. ed. 935: 143, 466, 607, 612.
v. Barker, 11 Fed. 597: 721, 766.
v. Barnett, 35 Md. 258: 794.
v. Bolles, 9 Wall. 364, 19 L. ed. 734: 321.
v. Brittan, 1 Woods, 667: 710.
v. Byrne, 149 Fed. 457, 469: 209, 1261.
v. Buckell, 104 U. S. 554, 26 L. ed. 841: 2555.
v. Burnham, Williams & Co., C. C. A., 138 Fed. 986, 12 Am. B. R. 453: 2054, 2057.

[References are to pages.]

Jones v. Carrie, The, 46 Fed. 796: 1964.
v. Central Tr. Co., C. C. A., 73 Fed. 568: 180, 967.
v. Coal Barges, The, 3 Wall. Jr. 53, 13 Fed. Cas. No. 7,458: 1933.
v. Coates, C. C. A., 196 Fed 860: 2068.
v. Collier, 2 Amb. 730: 322.
v. Davenport, 45 N. J. Eq. 77, 87: 843.
v. Dimes, 130 Fed. 638: 911.
v. Earl of Strafford, 3 P. Wms. 79, 90, n. B.: 1186.
v. Edward B. Smith Co., 183 Fed. 990: 1328.
v. Florida, C. & P. R. Co., 41 Fed. 70: 88.
v. Garcia del Rio, 1 Turn. & Russ. 300: 424.
v. Gould, C. C. A., 149 Fed. 153: affirming 141 Fed. 698: 595.
v. Gould, C. C. A., 149 Fed. 153: 609.
v. Greenolds, 1 Cranch, C. C. 339: 1140.
v. Howells, 2 Hare, 342: 771.
v. G. W. Co., 1 (Eng.) Ry. Cas. 684: 924.
v. Jones, 3 Atk. 217: 763, 771.
v. Johns, 23 Ga. 31: 1020.
v. Knowles, 1 Cranch, C. C. 523: 1147.
v. Lamar, 39 Fed. 585: 1235.
v. Lewis, 1 Cox, Eq. 199: 409.
v. MacKenzie, C. C. A., 122 Fed. 390: 331.
v. Massey, quoted in Chowick v. Dimes, 3 Beav. 290, 292, 293: 743.
v. McCormick H. M. Co., C. C. A., 82 Fed. 295: 27.
v. Meehan, 175 U. S. 1, 29, 44 L. ed. 49, 60: 2538, 2544.
v. Missouri-Edison El. Co., C. C. A., 144 Fed. 765: 405, 486, 496.
v. Montague, 194 U. S. 147, 48 L. ed. 913: 1054, 2517.
v. Moore, 198 Fed. 301: 991.
v. Morehead, 1 Wall. 155, 165, 17 L. ed. 662, 664: 673.
v. Mosher, 107 Fed. 561, 46 C. C. A. 471: 1823, 1834.
v. Mutual Fidelity Co., 123 Fed. 506: 42, 45, 47.
v. Neale, 1 Hughes, 268: 1147.

Jones v. Oceanic Steam Nav. Co., Fed. Cas. No. 7,485 (11 Blatchf. 406): 1917.
v. Oregon C. R. Co., 3 Sawyer, 523: 1150, 1154, 1157.
v. Parker (1895), 163 Mass. 564, 47 Am. St. Rep. 485, 40 N. E. 1044: 319.
v. Powell, 2 Mer. 141: 357.
v. Railroad Co., 3 Sawyer, 523: 1151.
v. Richards, 15 Q. B. D. 439: 1124.
v. Roberts, 12 Sim. 189: 807.
v. Rowley, 73 Fed. 286: 32, 55, 1432.
v. Schlapbeck, 81 Fed. 274: 1015.
v. Shapero, C. C. A., 57 Fed. 457: 201, 207.
v. Slawson, 33 Fed. 632, 636: 502, 1176.
v. Smith, 14 Ill. 229: 700.
v. Smith, 40 Fed. 314: 349, 665, 1040, 1576, 1578, 1579.
v. Springer, 226 U. S. 148, 57 L. ed. —: 1237, 1977, 2039, 2162.
v. Subera, 150 Fed. 462: 127.
v. U. S. *ex rel.* Tompkins County Nat. Bank, C. C. A., 135 Fed. 518: 2474.
v. Turner (1875) W. N. 239, (plaintiff had "been informed by the defendant"): 484.
v. U. S., 39 Fed. 410: 1307, 1309.
v. U. S., 137 U. S. 202, 34 L. ed. 691: 1054.
v. U. S., 1 Ct. Cl. 383: 1087, 2326, 2332.
v. U. S., 4 Ct. Cl. 197: 2345.
v. U. S., 21 Ct. Cl. 1: 1312.
v. U. S., C. C. A., 162 Fed. 417: 1618, 1699, 1716.
v. 164 U. S. 691, 41 L. ed. 601: 82.
v. U. S., C. C. A., 179 Fed. 584: 1713.
Jones, Matter of, 4 Sandf. Ch. (N. Y.) 615: 1006.
Jones H. French, The, 119 Fed. 462: 181.
Jones & Laughlins v. Sands, C. C. A., 79 Fed. 913: 811, 2429.
Joplin & P. Ry. Co. v. Payne, C. C. A., 194 Fed. 387: 1557, 2543, 2561.
Jopp v. Wood, 2 De G., J. & S. 323: 1398.

[References are to pages.]

Jordan, *Ex parte*, 94 U. S. 248, 24 L. ed. 123: 423, 822, 825, 838, 840, 1448, 2445.
Re, 142 Fed. 292: 2252.
v. Agawam Woollen Co., 3 Cliff. 239: 1325.
v. Cass County, 3 Dillon, 185: 1455.
v. Taylor, 98 Fed. 643: 160.
v. Wells, 3 Woods, 527: 1011.
v. Williams, 1 Curtis, 69: 292.
Jorgenson v. Casks of Cement, 40 Fed. 606: 1316.
v. Young, C. C. A., 136 Fed. 378: 1407, 1409.
Jorgenson Co. v. Rapp, 157 Fed. 732: 930.
Jose E. More, The, 37 Fed. 122: 1998, 2000.
Josefa Segunda, The, 10 Wheat. 312, 6 L. ed. 329: 2013.
Joseph v. New Albany St. & R. M. Co., 53 Fed. 180: 575, 1580.
Joseph B. Thomas, The, 158 Fed. 559: 1342.
Joseph Dixon Crucible Co. v. Paul, C. C. A., 167 Fed. 784: 1580.
Joseph Dry Goods Co. v. Hecht, C. C. A., 120 Fed. 760: 105, 932, 933, 1043.
Joslyn v. Empire State Degree of Honor, 145 App. Div. (N. Y.) 14, 17: 553.
v. Phillips, 27 Fed. 481: 1297, 1734, 1925.
Journal Pub. Co. v. Drake, C. C. A., 199 Fed. 572: 1555, 1596.
Jourolman v. Ewing, 85 Fed. 103: 1402.
Joy v. Adelbert College of Western Reserve University, 146 U. S. 335, 13 Sup. Ct. 186, 36 L. ed. 1003: 1927.
v. St. Louis, 122 Fed. 524: 88.
v. St. Louis, 138 U. S. 1, 50, 34 L. ed. 843, 859: 315.
v. St. Louis, 201 U. S. 332, 50 L. ed. 776: 88.
Joyce, *Ex parte*, Fed. Cas. No. 7,556: 1741.
J. P. Browder & Co. v. Hill, C. C. A., 136 Fed. 821: 2214, 2216.
J. R. Langdon, The, 145 Fed. 64: 1974.
J. S. Appel Suit & Cloak Co., *Re*, 198 Fed. 322, Colo: 2177.
J. T. Morgan Lumber Co. v. West Kentucky Coal Co., 181 Fed. 271: 1963.
Judah v. Iowa B. W. Co., 32 Fed. 561: 118, 1760.
Judge v. Anderson, 19 Fed. 885: 1896.
v. Arlen (Iowa), 71 Iowa, 186, 32 N. W. 326: 68.
Judge Dwight Foster in Palmer v. Stevens, 100 Mass. 461, 466: 431, 441.
Earl in Campbell v. Seaman, 63 N. Y. 568, 582: 867.
F. E. Baker, 13 Am. Law Review, 7: 133.
Rapallo in Hier v. Abrahams, 82 N. Y. 519, 523, 37 Am. Rep. 589: 887.
Jugiro, *Re*, 140 U. S. 291, 296, 35 L. ed. 510, 512: 1523.
Ex parte, 44 Fed. 754: 1516, 1522, 1523.
v. Brush, 140 U. S. 686, 35 L. ed. 749: 1516.
Judson, *Ex parte*, 3 Blackf. 89: 1110, 1139, 1143.
Judson, *Re*, 188 Fed. 702: 2161, 2162.
3 Blackf. 148, Fed. Cas. No. 7,563: 1371.
v. Courier Co., 15 Fed. 541: 444.
v. Courier Co., 25 Fed. 705: 2289, 2430, 2460.
v. Macon County, Fed. Cas. No. 7,568 (2 Dill. 213): 24, 28.
v. U. S., C. C. A., 120 Fed. 637: 1613.
Juillard v. Barr, C. C. A., 177 Fed. 921: 1929.
Jules & Frederic Co., *Re*, 193 Fed. 533, Mass.: 2176.
Julia, The, 2 Spra. 164: 2011.
Julian v. Central Trust Co., C. C. A., 115 Fed. 956: 859.
v. Central Trust Co., 193 U. S. 93, 48 L. ed. 629; 146.
Junck & Balthazard, 169 Fed. 481: 2053, 2056.
Juneau Bank v. McSpedan, 5 Biss. 64: 603, 1106.
J. Jungmann, *Re*, C. C. A., 186 Fed. 302: 1249.
Just v. Idaho Canal, etc., Co., 16 Idaho, 639, 133 Am. St. Rep. 140, 102 Pac. Rep. 381: 516.

[References are to pages.]

J. W. Harrison Mercantile Co., *Re*, 95 Fed. 123: 2079.
J. W. Zeigler Co., *Re*, 189 Fed. 259: 178, 2103.

K.

Kaempfer v. Taylor, 78 Fed. 795: 1299.
Kaeiser v. Illinois Cent. R. Co., 6 Fed. 1 (2 McCrary, 187): 1836, 1848.
Kahn v. Starrels, C. C. A., 136 Fed. 597: 1286.
Kahn, *Re*, C. C. A., April, 1913: 1368.
Kahle v. Muller, 57 Hun (N. Y.) 144, 11 N. Y. Suppl. 26, 32 N. Y. St. 448: 1084.
Kaill v. Board of Directors of St. Landry Parish, La., C. C. A., 194 Fed. 73: 1424, 1468.
Kail v. Wetmore, 6 Wall. 451, 18 L. ed. 862: 2465.
Kaine, *Ex parte*, 14 How. 103, 14 L. ed. 345: 1512, 1514, 1516.
3 Blackf. 1: 1516.
Kaine, *Re*, 10 N. S. Leg. Obs. 257, Fed. Cas. No. 7,598: 1624, 1651.
Kain v. Smith, 80 N. Y. 458: 1010.
v. Texas Pac. R. Co., Fed. Cas. No. 7,596: 1871, 1911, 1923.
Kaiser Wilhelm der Grosse, The, 175 Fed. 215: 1939, 1970, 2004, 2005.
Kaiser Wilhelm dei Grosse, The, *Re*, 99 Fed. 689: 2241, 2242, 2243, 2244, 2245.
v. Kellar, 21 Iowa, 95, 97: 1007.
Kaitel v. Wylie, 38 Fed. 865: 1803, 1817, 1823, 1865.
Kaiy Chung, *Re*, 1 N. B. N. 22: 2046, 2053.
Kaizo v. Henry, 211 U. S. 146, 53 L. ed. 125: 1477.
Kalamazoo Ry. Supply Co. v. Duff Mfg. Co., C. C. A., 113 Fed. 264: 2549.
Wagon Co. v. Snavely, 34 Fed. 823: 1775, 1776, 1778, 1779.
Kalispell Lumber Co. v. Great Northern Ry. Co., 157 Fed. 845: 58.
Kall, *Re*, & Berger Mfg. Co., C. C. A., 165 Fed. 895: 1017, 2100, 2101.
Kallak, *Re*, 147 Fed. 276: 2210, 2187.
Kamenicky v. Catterall Printing Co., (S. D. New York) 188 Fed. 400: 124, 1922.
Kamenicky v. Catteral Printing Co., N. Y. Supp. Ct. Sp. Tm., per Brady, J., N. Y. L. J. August 5 and 16, 1911. 1882.
v. Catteral Printing Co., N. Y. Sup. Ct. Sp. Tm., Bischoff, J., N. Y. L. J. Nov. 22, 1911: 1889.
Kammus v. Stark, 1 Sawyer, 547: 588.
Kamsler, *Re*, 97 Fed. 194: 2249, 2251.
Kanawha Coal Co. v. Kanawha & O. C. Co., 7 Blatchf. 391, 416: 407.
Kanawha Lodge v. Swann, 37 W. Va. 176: 700.
v. Swann, 16 S. E. 462: 700.
Kane, *Re*, 161 Fed. 633: 2158.
Re, 152 Fed. 587: 2031.
Re, 131 Fed. 386, 12 Am. B. R. 444: 2112, 2114.
Re, 125 Fed. 984, 10 Am. B. R. 478: 2117,
v. N. Central Ry. Co., 128 U. S. 91: 1556.
Kankakee v. Am. Water Supply Co., C. C. A., 199 Fed. 757: 398.
Kanouse v. Martin, 14 How. 23, 14 L. ed. 310, 15 How. 198, 14 L. ed. 660: 1886, 1901, 1926, 2401.
Kansas v. Atchison, T. & S. F. Ry. Co., 77 Fed. 339: 62.
v. Bradley, 26 Fed. 289, 290: 59.
v. Colorado, 185 U. S. 125, 46 L. ed. 838: 387.
v. Colorado, 206 U. S. 46, 86, 51 L. ed. 956, 970: 0004, 387, 828.
v. U. S., 204 U. S. 331, 51 L. ed. 510: 0006, 363, 364, 384.
v. Walruff, 26 Fed. 178: 68.
Kansas City v. Hennegan, 152 Fed. 249: 1798.
Kansas City So. Ry. Co. v. Albers Comm. Co., 223 U. S. 573, 56 L. ed. 556: 2408.
Kansas City, Ft. S. & M. R. Co. v. King, C. C. A., 120 Fed. 614: 326.

[References are to pages.]

Kansas City, Ft. S. & M. R. Co. v. Daughtry, 138 U. S. 298, 11 Sup. Ct. 306, 34 L. ed. 963; affirming 88 Tenn. (4 Pickle) 721, 13 S. W. 698: 1818, 1835, 1883.
v. McDonald, 60 Fed. 522: 1296.
v. Stoner, 51 Fed. 649, 655: 2557.
Kansas City Southern Ry Co. v. Prunty (C. C. A.), 133 Fed. 13, 17: 1850, 2538.
v. Quigley, 181 Fed. 190: 62, 851, 505.
Kansas City Gas Co. v. Kansas City, 198 Fed. 500: 174, 858.
Kansas City Hydraulic Press Brick Co. v. National Surety Co., 149 Fed. 507: 1570.
Kansas City Northwestern R. R. Co. v. Zimmerman, 210 U. S. 336, 52 L. ed. 1084: 2363, 2416.
Kansas City & T. Ry. Co. v. Interstate L. Co., 36 Fed. 9, 11: 1895, 1911.
v. Interstate Lumber Co., 37 Fed. 3: 1773, 1911, 1914.
Kansas Pac. R. Co. v. Twombly, 100 U. S. 78, 25 L. ed. 550: 2551, 2555.
Kansas Natural Gas Co. v. Haskell, 172 Fed. 545: 395.
Kansas P. R. Co. v. Atchison, T. & S. F. R. Co., 112 U. S. 414, 415, 28 L. ed. 794, 795, 5 Sup. Ct. 208: 80.
Kanszak, *Re*, 151 Fed. 503: 2241.
Kanter & Cohen, *Re*, 121 Fed. 984, 58 C. C. A., 260: 1012, 1013, 2038, 2101, 2106, 2140.
Kaolatype Eng. Co. v. Hoke, 30 Fed. 444: 1057.
Karfiol v. Bothner, 151 Fed. 777: 880.
Karns, *Re*, 148 Fed. 143: 2163.
Karns v. W. L. Imlay Rapid Cyanide Process Co., 181 Fed. 751: 1339, 1340.
v. W. L. Imlay Rapid Cyanide Process Co., 184 Fed. 479: 1188.
v. Atlantic & O. R. Co., 10 Fed. 309: 101.
Karr v. Karr, 19 N. J. Eq. 427: 592.
v. Jackson, 28 Mo.: 1079.
Karstendick, *Ex parte*, 93 U. S. 396, 399, 23 L. ed. 889, 890: 1742.
Katalla Co. v. Rones, C. C. A., 186 Fed. 30, affirming 182 Fed. 916: 1835.
Katz v. Herschel Mfg. Co., 150 Fed. 684: 1768.
Katzenstein v. Reid (Texas Ct. App.), 16 Am. B. R. 740: 2256.
Kauffman v. Kennedy, 25 Fed. 785: 603.
Re, C. C. A., 176 Fed. 93: 2083.
Re, 179 Fed. 552: 2146, 2147.
Re, 41 Fed. 876: 1501.
v. Garner, 173 Fed. 550: 1439, 1440.
v. Tredway, 195 U. S. 271, 49 L. ed. 190: 2184, 2185, 2186.
v. Walker, 9 Md. 229: 1239.
v. McNutt (Super. Ct. Cin., Ohio), 1 Wkly. Law Bul. 94: 1763.
Kaus v. Am. Surety Co., 199 Fed. 972: 24, 439.
Kavanaugh, *Re*, 99 Fed. 928, 3 Am. B. R. 832: 2026, 2171.
Kavanaugh v. McIntyre, 74 Misc. (N. Y.) 222: 2254.
v. McIntyre, 128 App. Div. (N. Y.) 722: 2254.
Kawailani, The, C. C. A., 128 Fed. 879: 2511.
Kawananakoa v. Polyblank, 205 U. S. 349, 353, 51 L. ed. 834, 836: 363, 364, 365, 408, 436.
Kaw Valley Drainage Dist. v. Union Pac. R. Co., C. C. A., 163 Fed. 836: 1405, 1407, 2499, 2500.
Kay v. Marshall, 1 Keen, 190, 192: 632.
Kayser, *Re*, C. C. A., 177 Fed. 383: 2170.
K. C. & T. R. Co. v. Interstate Lumber Co., 36 Fed. 9: 1880, 1895.
Kearney, *Ex parte*, 7 Wheat. 38, 5 L. ed. 391: 1371.
Re, 184 Fed. 190: 2158.
v. American Magnesia & C. Co., 148 Fed. 91: 2563.
v. Case, 12 Wall. 275, 284, 20 L. ed. 395, 397: 1559.
Keasby & Mattison Co., *Re*, 160 U. S. 221, 230, 40 L. ed. 402, 405: 142, 190, 581.

[References are to pages.]

Keasby & Mattison Co. v. Am. Magnesia & Covering Co., 149 Fed. 439: 1300, 1325.
v. Phillip Cary Mfg. Co., 113 Fed. 432: 508, 535.
Keatley v. Furey, 226 U. S. 399, 403, 404, 57 L. ed. —: 978, 2365, 2367.
Kebel v. Philpot, 9 Sim. 614: 1207.
Keefer, *Re*, 135 Fed. 885: 2248.
Keels v. Central R. Co., 147 U. S. 374, 37 L. ed. 208: 49.
Keeler v. Atchison, T. & S. F. R. Co., 92 Fed. 545: 968.
Keeley v. Ophir Hill Consol. Min. Co., C. C. A., 169 Fed. 598: 1560, 1561, 1563.
Keenan v. Shannon, 9 N. B. R. 441: 938.
Keene v. Clarke, 5 Robertson (N. Y.), 38, 66, 67: 883.
v. Meade, 3 Peters, 1, 6, 7 L. ed. 581, 583: 1153, 1156, 1157.
v. Wheatley, 9 Am. Law Reg. 33, 60: 728.
Keene Five-Cent Sav. Bank v. Lyon County, 97 Fed. 159: 201.
Keeney v. Roberts, 39 Fed. 629 (12 Sawy. 39): 1911.
Keep v. Ind. & St. L. R. Co., 10 Fed. 454: 1544, 1545.
Keerch v. U. S., C. C. A., 171 Fed. 365: 1469.
Keet, *Re*, 128 Fed. 651: 1236, 2154.
Keeton, Stell & Co., *Re*, 126 Fed. 429: 2206.
Kehler, *Re*, C. C. A., 159 Fed. 55: 2047.
Re, C. C. A., 162 Fed. 674: 2291.
Kehoe v. Bradford & Lasher, 175 Fed. 800: 882.
Keil v. West, 21 Fla. 508: 618.
Keiley v. Dusenbury, 10 J. & S. (N. Y. Super. Ct. 238: 996.
v. Dusenburg, 77 N. Y. 597: 996.
Keith v. Levi, 2 Fed. 743 (1 McCrary, 343): 55, 1814, 1845.
v. Alger, C. C. A., 124 Fed. 32: 1408, 1409, 2566.
Keithsburg Bridge Co. v. McKay, 42 Fed. 427: 326.
Keley Island Lime & Transport Co. v. City of Cleveland, 144 Fed. 207: 1946, 1967.
Keliher v. U. S., C. C. A., 193 Fed. 8, 20: 1093, 1752.
Kell v. Trenchard, C. C. A., 146 Fed. 245: 1281, 1289, 1290, 1329, 1339.
Kellam v. Keith, 144 U. S. 568, 12 Sup. Ct. 922, 36 L. ed. 544: 1836.
Keller, *Re*, 36 Fed. 681: 1643, 1644, 1645.
Re, 16 Am. B. R. 727: 2160.
Re, C. C. A., 192 Fed. 830: 2131, 2147, 2149.
Keller v. Ashford, 133 U. S., 610, 626, 33 L. ed. 667, 674: 456, 2439, 2440.
v. Kansas City, St. L. & C. Ry. Co., 135 Fed. 202: 1786, 1787, 1801.
v. Stolzenbach, 20 Fed. 47: 656.
v. U. S., 213 U. S. 138, 29 Sup. Ct. 470, 53 L. ed. 737: 1491.
v. U. S., C. C. A., 168 Fed. 697: 1212, 1733, 1734.
Kelley v. Boettcher, C. C. A., 85 Fed. 553: 477.
v. Diamond Drill & Machine Co., C. C. A., 136 Fed. 855: 1416.
v. Hutton, 17 W. R. 425: 975.
v. Tracy, 102 Mo. 522: 409.
v. T. L. Smith Co., C. C. A., 196 Fed. 466: 351, 588, 609, 612, 2033.
v. Ypsilanti, D. S. M. Co., 10 L.R.A. 686, 44 Fed. 19, 23: 854, 855, 898.
Kelley Island Lime & Transport Co. 142 Fed. 868: 1409, 1415.
Kellog, *Re*, C. C. A., 18 Fed. 1017: 2167.
Re, C. C. A ..121 Fed. 333: 2127.
Re, 113 Fed. 120, 122: 2128.
Kellog v. Forsyth, 2 Black, 571, 17 L. ed. 256: 1599.
v. Hughes, Fed. Cas. No. 7,662 (3 Dill. 357): 1826.
Kellogg v. Baker, 15 Abb. Pr. (N. Y.) 286: 790.
Kellow P. L. Co. v. Chapman, C. C. A., 74 Fed. 441: 1592.
v. Green Bay & Minn. R. Co., *Re*, 5 Fed. 846: 962, 963.
v. Receiver of G. B. & M. R. Co., *Re*, 5 Fed. 846, 851, note: 968.

[References are to pages.]

Kelly, *Re*, 25 Fed. 268: 1638.
Re, 91 Fed. 504: 2092.
Re, 199 Fed. 984: 2221.
v. Ashford, 133 U. S. 610, 626, 33 L. ed. 667, 674: 408, 435.
v. Boettcher, 85 Fed. 55: 783,
v. Bettecher, 89 Fed. 125: 949. 786, 1116.
v. Chicago & A. Ry. Co., 122 Fed. 286, 289: 1782, 1783, 1786, 1801, 1815, 1844, 1843, 1887, 1882, 1917.
v. Georgia, 68 Fed. 652: 1475, 1516.
v. Houghton, 23 Fed. 417: 1838.
v. Mississippi C. R. Co., 1 Fed. 564: 634.
v. Mississippi C. R. Co., 2 Flip. 581: 634.
v. Mississippi River Coaling Co., 175 Fed. 482: 318, 448.
v. Virginia Protection Ins. Co., Fed. Cas. No. 7,677 (3 Hughes, 449): 1893.
Kelly Dry Goods Co., *Re*, 102 Fed. 747, 749: 2101, 2103, 2104, 2107, 2125.
Kelly, Maus & Co. v. Sioux Nat. Bank, 81 Fed. 3: 1777.
Kelsey v. Dallon, Fed. Cas. No. 7,678: 92.
v. Hobby, 16 Pet. 269, 277, 10 L. ed. 961, 963: 687, 807, 1234.
v. Munson, C. C. A., 198 Fed. 841: 2188.
Kemma v. Brockhaus, 5 Fed. 762: 126, 127, 128, 130.
Kemmler, *Re*, 136 U. S. 436, 34 L. ed. 519: 1510, 2399.
Kemp v. Mackrell, 3 Atk. 812: 744.
v. Squires, 1 Ves. Sr. 205:
v. State, 16 Wis. 359: 1504, 1275.
Kemper, *Re*, 142 Fed. 210: 2200.
Kempe's Lessee v. Kennedy, 5 Cranch, 173, 185, 3 L. ed. 70, 73: 658, 1478.
Kenaday v. Edwards, 134 U. S. 117, 33 L. ed. 853: 2442.
v. Sinnott, 179 U. S. 606, 614, 45 L. ed. 339, 344: 2358.
Kendall v. Am. Automatic Loom Co., 198 U. S. 477, 49 L. ed. 1133: 2361.
v. Breckett, 1 Russ. 152: 574, 728.
v. Hardenbergh, 94 Fed. 911: 415.
Kendall v. Stokes, 3 How. 87, 11 L. ed. 506: 265, 1456.
v. U. S., 12 Pet. 524, 9 L. ed. 1181: 265, 1456, 1459.
v. U. S., 107 U. S. 123, 27 L. ed. 437: 2315.
Kendig v. Dean, 97 U. S. 423, 24 L. ed. 1061: 450, 1174, 1201.
Kendrick's Lessee v. McQuary, 3 Tenn. (Cooke) 479: 1886.
Kenedy v. Bank of Georgia, 8 How. 586, 12 L. ed. 1209: 734, 1404, 2506, 2538.
v. Benson, 54 Fed. 836: 1000.
Kenington, The, 183 U. S. 263: 1935.
Kennedy v. Custer, C. C. A., 174 Fed. 972: 626.
v. Baylor, 1 Wash. (Va.) 162: 1059.
v. Creswell, 101 U. S. 641 (at p. 645), 25 L. ed. 1075, 1076: 347.
v. Dodson, (1895) 1 Ch. 334: 1124.
v. Green, 3 My. & K. 699, 718: 691.
v. I. C. & L. R. Co., 3 Fed. 97: 1010.
v. Penn. I. & Coal Co., 67 Fed. 339: 903.
v. Sinnott, 179 U. S. 606, 45
v. Solar Ref. Co., 69 Fed. 715: 674.
L. ed. 339: 2391.
v. St. Paul & P. R. Co., 2 Dill. 488: 315, 980, 984, 987, 988, 992.
Kennedy Tailoring Co., *Re*, 175 Fed. 871: 2072.
Kenney, *Re*, 95 Fed. 427: 2173.
Re, 97 Fed. 554: 2173.
Re, C. C. A., 105 Fed. 897: 2025, 2026, 2099, 2112.
Kennicott Water Softener Co. v. Bain, C. C. A., 185 Fed. 520: 881.
v. Burgess, 11 Sim. 361: 1205.
v. Housinger, 167 Fed. 619: 43, 594, 600.
v. Lake Superior S. C. Co., 144 U. S. 75, 36 L. ed. 352: 665.
Kennon v. Gilmer, 131 U. S. 22, 24, 33 L. ed. 110, 111: 1399, 2542.
Kenova Loan & Trust Co. v. Graham, C. C. A., 135 Fed. 717: 2290.

[References are to pages.]

Kenosha & R. R. Co. v. Sperry, 3 Biss. 309: 748, 1529.
Kensett v. Stivers, 10 Fed. 517: 895.
Kent v. Porto Rico, 207 U. S. 113, 52 L. ed. 127: 2389.
v. Chicago, I. & L. Ry. Co., 123 Fed. 457: 68.
Kentucky v. Dennison, 24 How. 66, 16 L. ed. 717: 0004, 0006, 0007, 1438, 1445, 1461.
v. Louisville B. Co., 42 Fed. 241: 56, 59, 72, 1852.
Kentucky Coal Lands Co. v. Mineral Development Co., 191 Fed. 899: 194, 195.
Kentucky Coal, Timber, Oil & Land Co. v. Howes, C. C. A., 153 Fed. 163: 2460, 2461, 2462.
Kentucky Distillers & Warehouse Co. v. Lillard, C. C. A., 160 Fed. 34: 1593, 1594.
Kentucky L. M. Co. v. Hamilton, 63 Fed. 93: 1561.
Kentucky Nat. Bank v. Carley, C. C. A., 127 Fed. 686: 2241.
v. Powers, 201 U. S. 1, 37, L. ed. 633, 649: 1447, 1519, 1762, 1876, 1877, 1929, 1930, 2401.
Kentucky State Board of Control for Charitable Institutions v. Lewis, C. C. A., 176 Fed. 556, 6th Ct.: 2414.
Kentucky L. & A. Ins. Co. v. Hamilton, C. C. A., 63 Fed. 93: 1124.
Kentucky S. Min. Co. v. Day, 2 Saw. 468, 473: 474, 611.
etc., Ass'n v. Galbreaith, 117 Ky. 66, 77 S. W. 371: 942.
Kenwood Ice Co., *Re*, 189 Fed. 525: 2077.
Kenworthy v. Accunor, 3 Madd. 550: 590.
Kenyon v. Knipe, 16 Fed. 309: 40.
v. Squire, 1 Wash. St. 9, 24 Pac. 28: 89.
Keogh v. Incorporated Dental Hospital of Ireland, (1910) 2 Irish R. 166: 791.
Keokuk v. Scotland County, 152 U. S. 318, 38 L. ed. 457: 747, 769, 778.
Keokuk & W. R. Co. v. Missouri, 152 U. S. 301, 315, 38 L. ed. 450, 456: 661, 666.
Keppell v. Bailey, 2 M. & K. 517: 458.
Keppell v. Tiffin Sav. Bank, 197 U. S. 356, 49 L. ed. 790: 2199, 2200.
Ker, *Ex parte*, 18 Fed. 167: 1483.
Ker v. Illinois, 119 U. S. 437, 30 L. ed. 421: 1483.
Kerager v. Judd, 5 Fed. 27: 1278.
Kerber, *Re*, 125 Fed. 653: 2139.
Kerby-Dennis Co., *Re*, C. C. A., 95 Fed. 116: 2175, 2212.
Kerille v. Phœnix Life Ins. Co., 3 Thompson & C. 788: 1814.
Kerlin v. Chicago & St. L. R. Co., 50 Fed. 185: 1569.
Kerling v. Cotzhausen, 16 Fed. 705 (11 Biss. 582): 1803.
Kern v. Huidekoper, 103 U. S. 485, 491, 492, 26 L. ed. 354, 356, 357: 153, 158, 172, 1778, 1856, 1883, 1884.
Kernit Mfg. Co., *Re*, 192 Fed. 392: 2111, 2112.
Kernochan v. Ballance, 26 N. Y. Misc. 435: 1032.
v. Ballance, 56 N. Y. Supp. 132: 1032.
Kerosene L. H. Co. v. Fisher, 1 Fed. 91: 1214, 1219.
v. Clampitt, 95 U. S. 188, 24 L. ed. 493: 2555.
v. Moon, 9 Wheat. 565, 6 L. ed. 161: 360.
Kerr v. New Orleans, C. C. A., 126 Fed. 920: 934, 935.
v. Southwick, C. C. A., 120 Fed. 772: 558.
v. South Park Com'rs, 117 U. S. 379, 29 L. ed. 924: 1206, 1207.
v. U. S., C. C. A., 159 Fed. 428: 2356, 2358.
Kerrison v. Stewart, 93 U. S. 155, 23 L. ed. 843: 421.
Kershaw v. Mathews, 1 Russ. 361: 1018, 1019.
Kersten, *Re*, 110 Fed. 929: 2074.
Kessler, *Re*, C. C. A., 180 Fed. 979, 171 Fed. 751: 2228.
Re, C. C. A., 184 Fed. 51: 2197.
Kessler v. Best, 121 Fed. 439: 1061.
v. Eldred, 206 U. S. 285, 286, 51 L. ed. 1065, 1066: 653, 679, 854, 855.
Kessler & Co., *Re*, 174 Fed. 906: 2177.
Kesher v. Lyon, 40 W. Va. 161, 20 S. E. R. 933: 1177.
Kessler v. Continental C. & I. Co., 42 Fed. 258: 861.
Kessinger v. Vannatta, 27 Fed. 890: 68, 1921.

[References are to pages.]

Ketchum v. Black River Lumber Co., 4 Fed. 139: 1768.
v. Duncan, 96 U. S. 659, 24 L. ed. 868: 1244.
v. Driggs, 6 McLean, 13: 933.
v. Farmers' Loan & Trust Co., Fed. Cas. No. 7,736 (4 McLean, 1): 101.
v. Farmers' L. & T. Co., 4 McLean, 1: 1402.
Ketland v. Bissett, 1 Wash. 144: 1155, 1156.
Ketterer Mfg. Co., *Re*, 155 Fed. 987: 2146.
Mfg. Co., *Re*, 156 Fed. 719: 2109.
Kettle v. Crary, 1 Paige (N. Y.) 417, note: 426.
Kettler v. U. S., 21 Ct. Cl. 175: 371.
Key City, The, 14 Wall. 653, 20 L. ed. 896: 1964.
Keyes, *Re*, 160 Fed. 763: 2199, 2131.
Keyes v. Eureka Con. Min. Co., 45 Fed. 199: 533.
v. Keys, 1 Beav. 425: 977.
v. Farr, 105 U. S. 265, 26 L. ed. 1025: 2471.
v. Lowell, C. C. A., 117 Fed. 400: 2415.
v. Pueblo Sm. & Ref. Co., 31 Fed. 560: 879.
Keyser v. Wessel, C. C. A., 128 Fed. 281, 62 C. C. A., 650, 12 Am. Br. 126: 2213.
Keystone Type Foundry v. Portland Pub. Co., 180 Fed. 301: 1219.
Keystone Bank v. Safety Banking & Tr. Co., 179 Fed. 727: 1550.
Keystone Iron Co. v. Martin, 132 U. S. 91, 33 L. ed. 275: 1258.
Keystone Manganese & Iron Co. v. Martin, 132 U. S. 91, 33 L. ed. 275: 2430.
Keystone, The, 31 Fed. 412: 1966.
Kibble v. Ditto, 93 U. S. 674, 23 L. ed. 1005: 1575.
Kibler v. Gulf Land & Lumber Co., C. C. A., 166 Fed. 861: 2356.
Kidd v. Horry, 28 Fed. 773, U. S. C. C., E. D. Pa., by Bradley and McKennan, J.J.: 898.
v. N. W. Mutual Life Ins. Co., 117 Fed. 997: 1789, 1819.
v. Featteau, 2 Fed. 616 (1 McCrary, 323): 1881, 1924.
Kidder v. Fidelity I. & D. Co., C. C. A., 105 Fed. 821: 2451, 2453.
Kidderlin v. Meyer, 2 Miles (Pa.) 242: 0016.
Kidwell v. Masterson, 3 Cranch, C. C. 52: 918.
Kie, *Ex parte*, 46 Fed. 485: 264.
v. U. S., 27 Fed. 351: 1693.
Kiernan v. Multnomah County, 95 Fed. 849: 73.
Kiflin v. Kiflin, cited in 1 P. Wms. 705: 939.
Kilbourn v. Sunderland, 130 U. S. 505, 32 L. ed. 1005: 332, 437, 446, 1200.
v. Thompson, 103 U. S. 168, 26 L. ed. 377: 1761.
v. Thompson, McA. & M. 401: 1761.
Kilbourne v. State Sav. Inst., 22 How. 503, 16 L. ed. 370: 2561.
Kildare Lumber Co. v. National Bank, C. C. A., 69 Fed. 2: 103.
Kilduff v. John A. Roebling's Sons Co., 150 Fed. 240: 1566.
Kilgore v. Norman, 119 Fed. 1006: 1170, 1173.
Kilgour v. New Orleans Gas-Light Co., 2 Woods, 144, 148: 318, 485, 488, 561, 594, 1183.
Kilham v. Wilson, C. C. A., 112 Fed. 565: 655.
Killian v. Clark, 111 U. S. 784, 28 L. ed. 599: 2470, 2510.
v. Ebbinghaus, 110 U. S. 568, 573, 28 L. ed. 246: 330, 338, 563.
v. Ebbinghaus, 111 U. S. 798, 28 L. ed. 593: 2533, 2559.
Kimball, *Re*, 97 Fed. 29, 3 Am. B. R. 161: 2098.
Re, 100 Fed. 777: 2186.
Kimball v. City of Cedar Rapids, 99 Fed. 130: 69.
v. Detroit, M. & T. S. L. Ry., 189 Fed. 409: 1432.
v. E. A. Rosenham Co., C. C. A., 114 Fed. 85: 2182.
v. Evans, 93 U. S. 320, 23 L. ed. 920: 1887.
v. Kimball, 174 U. S. 158, 43 L. ed. 932: 2507, 2516.
Kimberly v. Arms, 40 Fed. 545, 550: 1411.

[References are to pages.]

Kimberly v. Arms, 40 Fed. 548, 559: 1402, 1404, 1413, 1419.
v. Arms, 129 U. S. 512, 523, 524, 32 L. ed. 764, 768, 769: 1211, 1233, 2544.
v. Arms, 136 U. S. 629, 34 L. ed. 557: 1402, 1404, 1411, 1413.
Kimberlin v. Commission to Five Indian Tribes, C. C. A., 104 Fed. 653: 1456.
Kimble v. Western Union Tel. Co., 70 Fed. 888: 1340.
Kimmel, *Re*, 183 Fed. 665: 2099, 2130, 2132.
Kimpton v. Eve, 2 Ves. & B. 349: 1365.
Kims v. Lant, 68 Fed. 436: 603.
Kindberg v. Chapman, 115 N. Y. App. Div. 153, 100 N. Y. Supp. 685: 794.
King, *Ex parte*, 200 Fed. 622: 1510.
Re, C. C. A., 179 Fed. 694: 2119.
Re, 46 Fed. 905, 906–911: 1481.
Re, 51 Fed. 434, 440: 1510, 1518.
v. Bryant, 3 M. & C. 191: 1217.
v. Butler, 3 Levinz, 220: 1528.
v. Cornell, 106 U. S. 395, 27 L. ed. 60: 125, 126, 1788.
v. Dale, 2 Hl. 513: 1079.
v. Dundee M. & Tr. I. Co., 28 Fed. 33: 1403, 1411.
v. Ford, Yelverton, 99: 1669.
v. King, 6 Ves. 172: 938.
v. Lawson, 84 Fed. 209: 88.
v. McLean Asylum of Mass. Gen. Hospital, C. C. A., 64 Fed. 139: 2410.
v. McLean Asylum of Massachusetts General Hospital, C. C. A., 64 Fed. 325: 337, 357, 1366, 1508, 1520, 1521, 1522, 2448.
v. McLean Asylum of Mass. Gen. Hospital, C. C. A., 26 L.R.A. 784, 61 Fed. 331, 353: 359, 1481, 1508, 1516.
v. Neill, 26 Fed. 721: 96.
v. Ohio & M. Ry. Co., Fed. Cas. No. 7,800: 1371.
v. Ohio & M. Ry. Co., 7 Biss. 529: 999.
v. Pomeroy, C. C. A., 121 Fed. 287, 289: 941, 942.
v. Shepherd, 20 Fed. 337: 1777.
v. Southern Ry. Co., 119 Fed. 1016: 32.
King v. St. Louis, 98 Fed. 641: 90.
v. Thompson, C. C. A., 110 Fed. 319: 2449.
v. Tibbits & Windust, (1902) 1 K. B. 77: 1355.
v. U. S., 59 Fed. 9: 132, 133, 193.
v. West Virginia, 216 U. S. 92, 100, 54 L. ed. 396, 401: 1392.
v. Wilson, Fed. Cas. No. 7,810 (1 Dill. 555): 40.
The, v. The Lord Com'rs of the Treasury, 4 Ad. & El. 286, 295: 1460.
King Bridge Co. v. Otoe County, 120 U. S. 225, 30 L. ed. 623: 1289, 1925.
King Lumber Co. v. Benton, C. C. A., 186 Fed. 458: 934, 935.
King of Spain v. Machado, 4 Russ. 225: 458.
King of Two Sicilies v. Wilcox, 1 Simons (N. S.), 301: 1123.
Kings County Raisin & Fruit Co. v. U. S. Consol. Seeded Raisin Co., C. C. A., 182 Fed. 59: 935.
Kingman v. Holthaus, 59 Fed. 305: 132, 133.
Kingman & Co. v. Western Mfg. Co., 170 U. S. 675, 42 L. ed. 1192: 2382.
Kingory v. U. S., 44 Fed. 669: 1596.
Kingsbury v. Buckner, 134 U. S. 650, 680, 33 L. ed. 1047, 1059: 399, 589, 695, 704, 1058, 1059, 1265, 1404, 1405.
v. Kingsbury, Fed. Cas. No. 7,817 (3 Biss. 60): 1806, 1830.
v. Kingsbury, 20 Mich. 212: 2430.
Kingsley, *Re*, 160 Fed. 275: 356, 360, 2040, 2047.
Re, 185 Fed. 1005: 1361.
Kingston Realty Co., *Re*, 157 Fed. 299: 2080.
Kinne v. Lant, 68 Fed. 436: 1906.
Kinnear Mfg. Co. v. Carlisle, C. C. A., 152 Fed. 933: 1569.
Kinney, *Re*, 202 Fed. 137: 1439.
Re, C. C. A., 135 Fed. 340: 798.
v. Bell, C. C. A., 135 Fed. 336: 820.

[References are to pages.]

Kinney v. Beaver, 140 Fed. 792: 1605.
v. Columbia Savings & Loan Ass'n, 191 U. S. 78, 48 L. ed. 103: 715, 1332, 1140, 1848.
v. Mitchell, 138 Fed. 270: 60.
v. U. S. Fidelity & Guaranty Co., 182 Fed. 1005: 1437.
v. U. S. Fidelity & Guaranty Co., 222 U. S. 283: 1590.
Kirby v. Am. Soda Fountain Co., 194 U. S. 141, 48 L. ed. 911, 24 Sup. Ct. 619: 27, 39, 53, 707.
v. Chicago & N. W. R. Co., 106 Fed. 551: 1763, 1774, 1809, 1861, 1890.
v. L. S. & M. S. R. Co., 120 U. S. 130, 137, 30 L. ed. 569, 572: 646.
v. Lewis, 39 Fed. 66: 1055.
v. U.S., 174 U. S. 47, 61, 43 L. ed. 890, 896: 1714, 1715.
Kirby Bung Mfg. Co. v. White, 1 Fed. 604: 874, 910, 911, 922.
Kirchberger v. American Acetylene Burner Co., C. C. A., 142 Fed. 169: 2533.
Kirk v. Clarke, Prec. in Ch. 275: 452.
v. Du Bois, 28 Fed. 460: 740.
v. DuBois, 46 Fed. 486: 1285.
v. Hamilton, 102 U. S. 68, 26 L. ed. 79: 1431.
v. Milwaukee Dust-Collector Mfg. Co., 26 Fed. 501, 507: 1893, 1905.
v. U. S., 131 Fed. 331; aff'd C. C. A., April 19, 1905, 137 Fed. 753; aff'd by a divided court, 204 U. S. 668, 51 L. ed. 671: 382, 1530.
v. U. S., 124 Fed. 324: 382, 1530.
v. U. S., C. C. A., 137 Fed. 753: 189.
v. U. S., C. C. A., 192 Fed. 273: 1358, 1370.
Kirker v. Owings, C. C. A., 98 Fed. 499: 947, 952, 955, 956, 1027.
Kirkley v. Burton, 5 Madd. 378: 562.
Kirkman v. McClaughry, 152 Fed. 255: 1741.
Kirkpatrick, *Re*, C. C. A., 148 Fed. 811: 2270, 2271.
Kirkpatrick v. Am. Alkali Co., 135 Fed. 230: 981, 997.
v. B. & O. R. Co., 24 Pittsb. L. J. 51: 1142.
v. Eastern Milling & Export Co., 135 Fed. 144: 637.
v. Harnesberger, C. C. A., 199 Fed. 886: 2280.
v. Hopkins (Penn.), 2 Miles. 277: 1851.
v. Pope Mfg. Co., 61 Fed. 46: 1127.
Kirven v. Virginia-Carolina Chemical Co., C. C. A., 145 Fed. 288: 202.
Kirwan v. Murphy, 49 U. S. App. 659: 895.
v. Murphy, C. C. A., 83 Fed. 275: 895.
v. Murphy, 170 U. S. 205, 42 L. ed. 1009: 930, 2377, 2434.
Kissinger v. Bean, 7 Biss. 60: 895.
Kitchen v. Randolph, 93 U. S. 86, 23 L. ed. 810: 2482, 2483.
Kitt v. State, 117 Ala. 213, 23 So. 485: 1705.
Kittel v. Augusta, T. & G. R. Co., 65 Fed. 859: 480.
Kittle, *Re*, 180 Fed. 946: 1699, 1701.
Kittler, *Re*, 176 Fed. 655: 2085.
Kittle v. De Graaf, 30 Fed. 689: 532.
Kittredge v. Claremont Bank, 3 Story, 590: 634, 684, 720, 1120.
v. Claremont Bank, 3 Story, 596: 626.
v. Claremont Bank, 1 Woodb. & M. 244, Fed. Cas. No. 7,-859: 625, 626, 627, 628, 1121.
v. Claremont Bank, 1 W. & M. 245: 684.
Klapholz, *Re*, 113 Fed. 1002: 2216.
Klauder-Weldon Dyeing Mach. Co. v. Gagnon, C. C. A., 183 Fed. 962, 665: 1551.
Kletchka, *Re*, 92 Fed. 901: 2099.
Kleiber v. McManus, 66 Tex. 48, 17 S. W. 249: 1888, 1892.
Klein, *Re*, C. C. A., 197 Fed. 241: 2169, 2175, 2184.
Klein v. Fleetford, 35 Fed. 98: 920.
v. Powell, C. C. A., 174 Fed. 640: 2251.
v. Russel, 19 Wall. 433, 22 L. ed. 116: 2547.

[References are to pages.]

Klein v. Southern Pac. Co., 140 Fed. 213: 810, 1581, 1608.
Title Guaranty & Surety Co., 166 Fed. 365, ten days: 733.
Klenk v. Byrne, 143 Fed. 1008: 344, 348, 629, 658.
Klever v. Seawell, 65 Fed. 393: 1550, 1559.
v. Seawall, C. C. A., 65 Fed. 373: 1394, 1605.
Kley v. Healy, 127 N. Y. 555: 553.
v. Healy, 149 N. Y. 346, 354: 553.
Kline Bros. & Co. v. Liverpool & London & Globe Ins. Co., 184 Fed. 969: 1143.
Klinger v. Missouri, 13 Wall. 257, 20 L. ed. 635: 2407.
Knabb v. U. S., 1 Court Claims, 173: 1733.
Knahtla v. Oregon Short Line & U. N. Ry. Co., 21 Or. 136, 27 Pac. 91: 1892.
Knapp v. Banks, 2 How. 73, 11 L. ed. 184: 2440.
v. Knapp, 59 Fed. 641: 324.
v. Lake Shore & Michigan Southern Ry. Co., 197 U. S. 536, 49 L. ed. 870: 1453.
v. Milwaukee Tr. Co., 216 U. S. 545, 54 L. ed. 610, Misc.: 2176, 2278, 2280.
v. Railroad Co., 87 U. S. (20 Wall.), 117, 22 L. ed. 328: 114.
& Spencer Co. v. Drew, C. C. A., 160 Fed. 413: 2028, 2029.
v. Williams, 4 Ves. 430, note: 975.
Knaszak, *Re*, 151 Fed. 503: 2142, 2245.
Knauer, *Re*, 133 Fed. 805: 2236.
Kneeland v. Austin, 2 Law Bull. (N. Y.) 56: 607.
v. Am. Loan & Tr. Co., 138 U. S. 509, 34 L. ed. 1052: 2544, 2564.
v. Am. L. & Tr. Co., 136 U. S. 89, 97, 31 L. ed. 379, 383: 957, 962, 964, 1008, 1250, 1254, 2446, 2544, 2564.
v. Bass F. & M. Works, 140 U. S. 592, 35 L. ed. 543: 958, 962, 964.
v. Luce, 141 U. S. 491, 35 L. ed. 830: 971.
Knickerbocker, *Re*, 121 Fed. 1004: 2144, 2185.
Knickerbocher v. De Freest, 2 Paige (N. Y.), 304: 399.
Knickerbocker Tr. Co. v. City of Kalamazoo, 182 Fed. 865: 103, 436, 568, 911.
v. Iselin, 185 N. Y. 54, 113 Am. St. Rep. 863: 1179.
v. Oneonta, Cooperstown & Richfield Springs Ry. Co., 201 N. Y. 379: 988, 990.
v. Penacook Mfg. Co., 100 Fed. 814: 350.
Knickerbocker Life Ins. Co. v. Pendleton, 115 U. S. 339, 29 L. ed. 432: 2455, 2466, 2469.
Knickerbocker Steamboat Co., *Re*, 139 Fed. 713: 1096, 1968.
Knickerbocker Tr. Co. v. Tarrytown, W. P. & M. Ry. Co., 139 App. Div. 305: 838.
Knight, *Re*, 125 Fed. 35, 11 Am. B. R. 1: 2025, 2027.
Knight v. Fisher, 58 Fed. 991: 350, 1567.
v. Illinois Cent. R. Co., C. C. A., 180 Fed. 368, 372: 1426, 1427, 1590, 2542.
v. International & G. N. R. Co., 61 Fed. 87, 9 C. C. A., 376, 23 U. S. App. 356; 17 Sup. Ct. 995, 41 L. ed. 1187: 1815, 1913.
v. Knight, 3 P. Wms. 331, 334: 403.
v. Lord Plimouth, 3 Atk. 480: 1004, 1007.
v. Lord Plimouth, 1 Dickens, 120: 1004.
v. Lutcher & Moore Lumber Co., 136 Fed. 404, 69 C. C. A., 248: rehearing denied, 139 Fed. 1007: 140, 472, 1798, 1840, 1841.
v. Matthews, 1 Madd. 566: 628, 727.
v. Shelton, 134 Fed. 423: 59, 68.
v. Watts, 2 C. P. Cooper *temp.* Cottenham, 257: 1048.
Knights of Pythias v. Kalinski, 163 U. S. 289, 41 L. ed. 163: 16 Sup. Ct. 1047: 79, 80, 79, 80.
Knoblock v. Southern Ry. Co., 112 Fed. 926: 1896.
Knode v. Williamson, 17 Wall. 586, 21 L. ed. 670: 1142, 1154, 1155.
Knopf, *Re*, 144 Fed. 245: 2092.
Knopf, *Re*, 146 Fed. 109: 2173, 2183.

[References are to pages.]

Knote v. U. S., 95 U. S. 149, 157, 24 L. ed. 442, 441: 373, 2302.
Knott v. Evening Post Co., 124 Fed. 342: 156.
v. Burleson, 2 G. Greene (Iowa), 600: 1176.
v. Putnam, 107 Fed. 907: 2100, 2257, 2258.
Knowles, D. J., in Brush El. Co. v. California E. L. Co., C. C. A., 52 Fed. 945, 961: 413.
Knowlton & Co., *Re*, 196 Fed. 837: 2055.
v. Congress & Empire Spring Co., Fed. Cas. No. 7,902 (13 Blatchf. 170): 1831.
Knox, *Re*, 98 Fed. 585.
Knox v. Exchange Bank, 12 Wall. 379, 20 L. ed. 414: 2520, 2521.
v. Smith, 4 How, 298, 11 L. ed. 983: 331.
v. Trafalet, 94 Ind. 346: 790.
Knox County v. Harshman, 133 U. S. 152, 33 L. ed. 586: 323.
v. Harshman, 132 U. S. 14, 33 L. ed. 249: 1259, 2489.
v. U. S., 109 U. S. 229, 27 L. ed. 914: 2482.
v. U. S., 131 U. S. clxvi, 25 L. ed. 191: 2481, 2485, 2509.
Knudson v. Benn, 123 Fed. 636: 871.
Knuth v. Butte Electric Ry. Co., 148 Fed. 73: 1784, 1786, 1800.
Kobusch v. Hand, C. C. A., 156 Fed. 660: 2180.
Koehler, *Ex parte*, 23 Fed. 529: 994, 995.
Koehler v. Farmers' & D. Nat. Bank, 6 N. Y. Supp. 470: 1365.
Koelle, *Re*, 171 Fed. 257: 2249.
Koenig, 127 Fed. 891: 2289.
Koenigin Luise, The. 184 Fed. 170: 1940.
Koenigsberger v. R. S. Ins. Co., 158 U. S. 41, 53, 39 L. ed. 889, 893: 2543.
Koerner, *Ex parte*, 176 Fed. 478: 1497, 1498.
Koewing v. Wilder, C. C. A., 126 Fed. 472: 1592.
Kohl v. Lehbock, 160 U. S. 293, 40 L. ed. 432: 1514.
v. U. S., 91 U. S. 367, 23 L. ed. 449: 1609.
Koike v. Atchison, T. & S. F. Ry. Co., 157 Fed. 623: 471.
Kolber, *Re*, 193 Fed. 281: 2218.
Kolin, *Re*, C. C. A., 134 Fed. 557: 2032, 2104.
Kolze v. Hoadley, 200 U. S. 76, 83, 50 L. ed. 377: 200, 204, 207, 474.
Konda v. U. S., C. C. A., 22 L.R. A.N.S.) 304, 166 Fed. 91: 1733, 1667.
Konitzky v. Meyer, 49 N. Y. 571: 654.
Koons v. Beyson, C. C. A., 69 Fed. 297: 1270.
Koontz v. Northern Bank, 16 Wall. 196, 202, 203, 21 L. ed. 465, 468: 97a, 980, 981, 1007.
Kooper v. Dyer, 59 Vt. 477, 59 Am. Rep. 742: 621.
Kopel, *Re*, 148 Fed. 505: 1516, 1517.
v. Bingham, 211 U. S. 468, 53 L. ed. 286: 269.
Koplin, *Re*, 179 Fed. 1013: 2114.
Kornit Mfg. Co., *Re*, 192 Fed. 392: 2116, 2028.
Korzib v. Netherlands-American Steam Nav. Co., 175 Fed. 998: 1939.
Koshkonong v. Burton, 104 U. S. 668, 26 L. ed. 886: 1197.
Koshland v. Home Mut. Ins. Co., 31 Or. 321, 49 Pac. 864: 1920.
v. National Fire Ins. Co. (Oregon), 49 P. 845: 1842.
Kosztelnik v. Iron Co., 91 Fed. 606: 1430.
Kountz v. Toledo, St. L. & W. R. Co., 189 Fed. 494: 1942.
Kountze v. Omaha Hotel Co., 107 U. S. 378, 27 L. ed. 609: 2486.
Kowalski v. Chicago & G. W. Ry. Co., 84 Fed. 586: 1569.
v. Chicago & G. W. Ry. Co., C. C. A., 92 Fed. 310: 1569.
Krall, *Re*, 182 Fed. 191: 2116.
Krall, *Re*, 196 Fed. 402: 2245.
Kranich, *Re*, 174 Fed. 908: 2166.
Kraus v. Congdon, C. C. A., 161 Fed. 18: 343.
Krause, *Re*, 155 Fed. 702: 2272.
Krause v. Averill, 66 How. Pr. (N. Y.) 97: 607.
Krauss v. Jos. R. Peebles Sons Co., 58 Fed. 585: 410.

[References are to pages.]

Kreager v. Judd, 5 Fed. 27: 1909.
Kreider v. Cole, C. C. A., 149 Fed. 647: 134. 1171.
Kreight v. Westinghouse, Church, Kerr & Co., 214 U. S. 249, 53 L. ed. 984: 196, 1913.
Krejanker, *Re*, 44 Fed. 482: 1636.
Kreplik v. Couch Patents Co., C. C. A., 190 Fed. 565: 1372, 1374.
Krenger, *Re*, 196 Fed. 705: 2146, 2147, 2149, 2167.
Re, 197 Fed. 124: 2116.
Re, 199 Fed. 367, Ky.: 2177.
Krick v. Jansen, 52 Fed. 823: 525, 526.
Krinsky Bros., *Re*, 112 Fed. 972, 7 Am. B. R. 535: 1363, 2096.
Krippendorf v. Hyde, 110 U. S. 276, 287, 28 L. ed. 145, 149: 143, 169, 172, 465, 466, 827, 831, 2445.
Kronrot, *Re*, 183 Fed. 653: 2153.
Kross, *Re*, 96 Fed. 816: 2273, 2274.
Krueger v. Chicago & A. Ry. Co., 84 Mo. App. 358: 1891.
Kryptok Co. v. Stead Lens Co., C. C. A., 190 Fed. 767: 855, 911.
Kuehler v. Greene, 163 Fed. 91: 439.
Kuffler, *Re*, 97 Fed. 187: 2148.
Kuffler, *Re*, 144 Fed. 445: 2253.
Kuffler, *Re*, 153 Fed. 667: 2135, 2136.
Kuffler, *Re*, C. C. A., 127 Fed. 125: 2278.
Kuhn v. Fairmont Coal Co., 215 U. S. 349, 54 L. ed. 228: 1572.
v. Morrison, 75 Fed. 81: 194.
Kullberg, *Re*, 176 Fed. 585: 2179.
Kulp v. Ricketts (Pennsylvania), 3 Grant Cas. 420: 1762.
Kunkel v. Brown, C. C. A., 99 Fed. 593: 27.
Kursheedt Mfg. Co., *Re*, 49 Fed. 633: 314.
Mfg. Co., *Re*, C. C. A., 54 Fed. 159: 314.
Kurtz, *Re*, 125 Fed. 992, 11 Am. B. R. 129: 2117, 2130.
Kurtz v. Moffitt, 115 U. S. 487, 500, 29 L. ed. 458, 461: 0022 1170, 1481, 1618, 1632, 2100.
v. Philadelphia & B. R. Co., 40 Atl. 988, 187 Pa. St. 59: 168.
v. State, 22 Fla. 36, 1 Am. St. Rep. 173: 1645.
Kurtz v. Straus, 106 Fed. 414, 45 C. C. A., 366: 85.
v. Strauss, 100 Fed. 800: 85.
Kuzek v. Magaha, C. C. A., 148 Fed. 618: 2541.
Kyle, *Re*, 185 Fed. 219: 2463.
Kyle v. Chicago, R. I. & P. Ry. Co., 173 Fed. 238: 1847.
Kyle Lumber Co. v. Bush, C. C. A., 133 Fed. 688, 693: 2042, 2281.
Kyte, *Re*, 174 Fed. 867: 2249, 2250, 2252.
Re, 158 Fed. 121: 2100.
Re, 182 Fed. 166: 2214.
Re, 189 Fed. 531: 2260.

L.

La Abra S. Min. Co. v. U. S., 175 U. S. 423, 44 L. ed. 223: 2361.
Laber v. Cooper, 7 Wall. 565, 19 L. ed. 151: 2547, 2548, 2555.
Labettee County Com'rs v. U. S., 112 U. S. 217, 28 L. ed. 698: 1466.
Labouchere v. Shaw, 41 J. P. 788: 1125.
La Bourgogne, 104 Fed. 823: 1094, 1968, 2003.
La Bourgogne, 106 Fed. 232, 233: 2004.
La Bourgogne, *Re*, 117 Fed. 261: 1994, 1996, 1997.
La Bourgogne, C. C. A., 139 Fed. 433, 440: 1994, 1996, 1997, 1998.
La Bourgogne, C. C. A., 144 Fed. 781: 1972.
La Bourgogne, 210 U. S. 95, 52 Fed. 973: 1943, 1994, 1996, 1997, 1998, 2002, 2005, 2434.
Lacanagrues v. Chapins, 144 U. S. 119, 36 L. ed. 368: 143.
Lacey, *Ex parte*, 6 Ves. 625: 322.
Lachenmaier, *Re*, C. C. A., 203 Fed. 32: 2080, 2082.
Lackawanna, C. & I. Co. v. Bates, 56 Fed. 737: 1779.
v. Farmer's L. & Tr. Co., 176 U. S. 298, 44 L. ed. 475: 957, 959, 962, 970, 1254.
Laeker v. Dreber, 38 N. Y. App. Div. 75, 55 N. Y. Suppl. 979: 1084.
Lackey v. Newton Min. Co., 50 Fed. 634: 473.
v. Newton Min. Co., 56 Fed. 628: 473.

[References are to pages.]

La Confiance Campagnie D' Assurance Contre L'Incendie v. Hall, 137 U. S. 61, 11 Sup. Ct. 5, 34 L. ed. 573: 1836.
La Conner Trading & Transportation Co. v. Widmer, C. C. A., 136 Fed. 177: 2509.
Lacoy, *Re*, C. C. A., 134 Fed. 237: 2125.
Re, C. C. A., 142 Fed. 960: 1041, 2110, 2261.
Lacroix v. Lyons, 27 Fed. 403: 1897, 1898, 1915.
Lacroix Fils v. Sarrazin, 15 Fed. 489: 1054.
La Crosse Railroad Bridge, 2 Dill. 465: 980, 981.
Ladd v. Foster, 31 Fed. 827: 1942.
v. Oxnard, 75 Fed. 703: 913.
v. Tudor, Fed. Cas. No. 7,975 (3 Woodb. & M. 325): 1840, 1901.
v. West, 55 Fed. 353: 143, 1777, 1899, 1924.
Ladd Metals Co. v. American Mining Co., 152 Fed. 1008: 584.
Laden v. Meek, C. C. A., 130 Fed. 877: 1837, 1842.
Ladenburg v. Commercial Bank, 5 N. Y. App. Div. 219, 39 N. Y. Suppl. 119: 1084.
Ladeux v. Berkshire, 185 Fed. 971: 1491.
Ladew v. Tennessee Copper Co., 179 Fed. 245, 251: 124, 210, 459, 596, 1170.
v. Tennessee Copper Co., 218 U. S. 357, 54 L. ed. 1069; affirming 179 Fed. 245: 210, 597.
La Dow v. E. Bement & Sons, 66 Fed. 198: 692.
Lady Arundell v. Phipps, 10 Ves. 139: 864.
Lady Carrington v. Cantillon, Bunb. 107: 588.
Lady Furness, The, 84 Fed. 679: 1944.
Lady Langdale v. Briggs, 4 W. R. 703: 1271.
Lady Pike, The, 96 U. S. 461, 24 L. ed. 672: 2574.
Lady Pike, The, 21 Wall. 1, 22 L. ed. 499: 2536.
La Fayette Ins. Co. v. French, 18 How. 404, 15 L. ed. 451: 471, 1078.
Lafayette Co. v. Neely, 21 Fed. 738: 479, 484, 519, 1030.
Lafayette County v. Wonderly, C. C. A., 92 Fed. 313: 144.
Lafferty & Bro., *Re*, 122 Fed. 558: 2194, 2195.
Lafferty Mfg. Co. v. Acme Ry. Signal & Mfg. Co., C. C. A., 143 Fed. 321: 1409.
Lafond v. Lassere, 26 Misc. (N. Y.) 77, 56 N. Y. Supp. 459: 699.
La Hogue Drainage Dist. No. 1 of Iroquois County v. Watts, C. C. A., 179 Fed. 690: 933.
Laidlaw v. Oregon & Nav. Co., C. C. A., 81 Fed. 876: 2363.
Laidly v. Huntington, 121 U. S. 179, 7 Sup. Ct. 855, 30 L. ed. 883: 1798, 1824.
Laighton v. City of Carthage, Mo., 175 Fed. 145: 174, 666, 858.
Laimbeer v. Allen, 2 Sand. (N. Y.) 648: 1085.
Laing, *Re*, 127 Fed. 213: 1475.
Lair, *Ex parte*, 177 Fed. 789, 795: 1054, 1055.
Laird v. Connecticut & P. R. R. R., 55 N. H. 375, 20 Am. Rep. 215: 1837.
v. Indemnity Mut. M. Co., 44 Fed. 712: 200.
v. Mayor of De Soto, 25 Fed. 76: 1463.
Lake v. Anstwick, 4 Jur. 314: 762.
v. Philips, 1 Ch. R. 110: 1060.
Lake Bisteneau Lumber Co. v. Mimms, 22 So. 730, 49 La. Ann. 1283: 165.
Lake County Commissioners v. Dudley, 173 U. S. 243, 43 L. ed. 684: 200.
Lake E. & W. R. Co. v. Indianapolis Nat. Bank, 65 Fed. 690: 1195.
Lake Nat. Bank v. Wolfeborough Sav. Bank, C. C. A., 78 Fed. 517: 82, 156, 931, 934.
Lake S. I. Co. v. Brown B. & Co., 44 Fed. 539: 740, 741, 1239, 1252.
Lake Shore & M. S. Ry. Co. v Eder, C. C. A., 174 Fed. 944: 136, 1563.
v. Felton, C. C. A., 103 Fed. 227: 998.
v. Prentice, 147 U. S. 101, 37 L. ed. 97: 1570.
v. Felton, C. C. A., 103 Fed. 227: 908.

[References are to pages.]

Lake St. El. R. Co. v. Farmers' L. & Tr. Co., 72 Fed. 804: 1794.
v. Farmers' L. & Tr. Co., C. C. A., 77 Fed. 769: 931.
v. Ziegler, 99 Fed. 114, 39 C. C. A., 431: 114.
Lalance & G. Mfg. Co. v. Haberman Mfg. Co., 93 Fed. 197, 199: 458.
Lalor v. Dunning, 56 How. Pr. (N. Y.) 209: 1833, 1885.
Lamar v. Hall & Wimberly, C. C. A., 129 Fed. 79: 1332.
v. Micou, 114 U. S. 218, 29 L. ed. 94: 1054.
v. Spaulding, C. C. A., 154 Fed. 27: 155.
Lamaster v. Keeler, 123 U. S. 376, 31 L. ed. 238: 1344, 2493.
Lamb v. Briard, Abb. Adm. 367: 1074.
v. Ewing, C. C. A., 54 Fed. 269: 90, 925, 2562.
v. Ewing, 56 Fed. 269: Leslie v. Brown, 95 Fed. 171: 144.
Lambert v. Barrett, 159 U. S. 660, 40 L. ed. 296: 1523.
Lamberton, *Re*, 124 Fed. 446: 1093.
Lambert's Point Towboat Co. v. U. S., C. C. A., 182 Fed. 388: 1975, 1976.
Lamblin v. Cox, 40 Kansas, 311, 19 Pac. 709: 1885.
Lamborn v. Louisiana Sugar Co., Mack, J., N. Y. L. J. Dec. 2, 1912: 613.
Lamm v. Parrot, S. & C. Co., 111 Fed. 241: 111, 1801, 1802.
Lamon v. Speer Hardware Co., C. C. A., 198 Fed. 453: 2151.
La Montagne v. T. W. Harvey Lumber Co., 44 Fed. 645: 53, 1808, 1809.
La Mothe Mfg. Co. v. National Tube Works Co., Fed. Cas. No. 8,033: 1897.
v. Nat. T. Works Co., 15 Blatchf. 432: 1898.
Lampasas v. Bell, 180 U. S. 276, 45 L. ed. 527: 2372, 2395, 2447.
Lancashire v. Lancashire, 9 Beav. 259: 1205.
v. Asheville St. Ry. Co., 90 Fed. 129: 164.
v. Collins, 115 U. S. 222, 129 L. ed. 373: 1553, 2554.
v. Lancaster, 6 Sim. 439: 1115.
Land Co. v. Elkins, 20 Fed. 545: 412, 439, 722, 909.
Land Title & Tr. Co. v. Asphalt Co., 120 Fed. 996: 1037.
v. Asphalt Co., 120 Fed. 996: 1037.
v. Asphalt Co., 114 Fed. 484: 826, 843.
v. Asphalt Co., 114 Fed. 484: 843.
v. Asphalt Co., C. C. A., 127 Fed. 1: 1267.
v. Asphalt Co., 120 Fed. 996, 999: 1014.
v. Asphalt Co. of America, 120 Fed. 996: 1024.
v. Asphalt Co. of America, C. C. A., 127 Fed. 1: 2429.
v. Asphalt Co., C. C. A., 127 Fed. 1: 344.
v. Tatnall, C. C. A., 132 Fed. 305: 841.
Landers v. Felton, 73 Fed. 311: 95, 1918.
Landis, *Re*, 156 Fed. 318: 2199.
Landis v. Olds, 9 Minn. 90: 801.
v. Scott, 32 Pa. St. 495: 1227.
Landram v. Jordan, 203 U. S. 56, 51 L. ed. 88: 2478.
Landry v. San Antonio Brewing Ass'n, C. C. A., 159 Fed. 700: 2281.
Lands v. A Cargo of Two Hundred and Twenty-seven Tons of Coal, 4 Fed. 478: 1055, 1945.
Lane, *Ex parte*, 6 Fed. 34: 1055, 1482.
Lane, *Re*, 125 Fed. 772: 2195.
Lane v. Hardwicke, 9 eBav. 148, 149: 683.
v. Innes, 43 Minn. 137, 45 N. W. 4: 593.
v. Morse, 6 How. Pr. (N. Y.) 394: 1083.
v. Newdigate, 10 Ves. 192: 899.
v. Vick, 3 How. 464, 11 L. ed. 681: 1568.
v. Welds, C. C. A., 99 Fed. 286: 668.
La Nereyda, The, 8 Wheat. 108, 5 L. ed. 574: 2537.
Lang v. Baxter, 69 Fed. 905: 1561.
v. Choctaw, Oklahoma & Gulf R. Co., C. C. A., 160 Fed. 355: 143, 144, 151, 157.
v. Louisiana Canning Co., 56 Fed. 675: 771.
Langdon v. Branch, 37 Fed. 449: 493.

[References are to pages.]

Langdon v. Fogg, 18 Fed. 5 (21 Blatchf. 392): 1795, 1796, 1797.
v. Goddard, 3 Story, 13: 785, 786.
v. Hillside Coal & Iron Co., 41 Fed. 609: 1918, 1919.
v. Pennsylvania R. Co., 194 Fed. 486: 302, 549, 739.
v. Taylor, C. C. A., 180 Fed. 385: 1588.
Lange, *Ex parte*, 18 Wall. 163, 21 L. ed. 872: 1477, 1479.
Re, 97 Fed. 197: 2085, 2133.
Re, 13 Blackf. 546: 1672.
Lange v. Benedict, 73 N. Y. 12, 29 Am. Rep. 80: 297, 298.
Langford v. U. S., 101 U. S. 341, 25 L. ed. 1010: 371, 372, 373, 2302.
Langely v. Hawk, 5 Madd. 46: 939.
v. Overton, 10 Sim. 345: 755.
v. Perry, 2 N. B. R. 596: 2065.
Langslow, *Re*, 98 Fed. 869: 2078.
Langston v. Boylston, 2 Ves. Jr. 101: 563, 566.
v. Wetherell, 14 Mees. & W. 104: 1083.
Lanier v. Alison, 31 Fed. 100: 344, 864, 865.
v. Nash, 121 U. S. 400, 410, 30 L. ed. 947, 949: 1174.
Lanning v. Chicago Great Western Ry. Co., 94 S. W. 491, 196 Mo. 647: 1786.
v. Osborne, 79 Fed. 657: 38, 860.
La Normandie, C. C. A., 40 Fed. 590: 1130.
La Normandie, C. C. A., 58 Fed. 427: 1130.
Lansaw, *Re*, 118 Fed. 365: 2195.
Lansdale v. Smith, 106 U. S. 391, 27 L. ed. 219: 1181.
Lansing v. County Treasurer, 1 Dill. 522: 1463.
Lansing Boiler Works v. Ryerson, C. C. A., 128 Fed. 701, 11 Am. B. R. 558: 2065, 2066, 2067.
Lansing & Co. v. Hesing, C. C. A., 81 Fed. 242: 2507.
Lant v. Kinne, C. C. A., 75 Fed. 636: 163, 1544, 1545.
v. Manley, 71 Fed. 7: 173.
v. Manley, C. C. A., 75 Fed. 627: 144, 163, 173, 721, 734.
Lantz v. Fretts, 173 Fed. 1007: 1820.
Lantzenheimer, *Re*, 124 Fed. 716: 2189.
Lanyon Zinc Co. v. Brown, C. C. A., 115 Fed. 150: 879.
Lanz v. Randall, 4 Dill. 425: Orosco v. Gagliardo, 22 Cal. 83: 131.
La Page v. Day, 74 Fed. 977: 1831, 1856, 1920.
Laplume C. M. Milk Co., *Re*, 145 Fed. 1013, 16 Am. B. R. 729: 2117.
Larabee v. Dolley, 175 Fed. 365: 41, 42, 67, 82, 83, 341, 2395.
La Republique Francaise v. Schultz, 57 Fed. 379: 515.
Large's Case, (A. D. 1860): 1646.
Largey v. Blue Bird Min. Co., 49 Fed. 292: 1921.
Larison v. Hager, 14 Fed. 49: 1604.
Larkin, *Re*, 168 Fed. 100: 2066.
Larman v. Tisdale, 142 U. S. 705, 35 L. ed. 1174: 2512.
Larned v. Griffin, 12 Fed. 590: 603, 605, 633.
v. Jenkins, C. C. A., 109 Fed. 100, 48 C. C. A., 252: 88, 1929.
Larrinaga v. Two Thousand Bags of Sugar, 40 Fed. 507: 1975.
Larrowe-Loisette v. O'Loughlin, 88 Fed. 896: 67.
Larson v. Cox, 39 Kansas, 631, 18 Pac. 892: 1884.
Lasch, *Re*, 142 Fed. 277: 2260.
Lasch, Referee, *Re* (Pa.), 12 Am. B. R. 158: 2116.
Laskey v. Newton Min. Co., 56 Fed. 628: 1431, 1837, 1842.
Lasky, *Re*, 163 Fed. 99: 2116.
Last Chance Min. Co. v. Tyler Min. Co., 157 U. S. 683, 39 L. ed. 859: 656, 662.
Late Corporation of the Church of J. C. of L. D. S., The, v. U. S., 136 U. S. 1, 34 L. ed. 478: 943.
Latham v. Chafee, 7 Fed. 520: 636.
v. Chaffee, 7 Fed. 525: 1018.
v. Northern Pac. R. Co., 45 Fed. 721: 869.
Latham's Appeal, 9 Wall. 145, 19 L. ed. 771: 2472, 2514.
Lathrop v. Judson, 19 How. 66, 15 L. ed. 553: 2547.
Lathrop, Haskins & Co., *Re*, 184 Fed. 534: 2137.
Re, C. C. A., 197 Fed. 164: 2198.

[References are to pages.]

Lathrop, Shea & Henwood Co. v. Interior Const. & Imp. Co., 143 Fed. 687: 1822.
v. Interior Construction & Improvement Co., 215 U. S. 246: 1821.
v. Pittsburg, S. & N. R. Co., 135 Fed. 619: 1786, 1801, 1802.
Latimer, *Re*, 141 Fed. 655: 2095.
v. McNeal, C. C. A., 142 Fed. 451: 1020, 2103.
La Touche v. Lord Dunsany, 1 Sch. & Lef. 137, 166, 167: 691.
Latta v. Granger, 167 U. S. 81, 42 L. ed. 85: 2564.
Lattimer, *Re*, 174 Fed. 824: 2055, 2097.
Laubscher v. Fay, 197 Fed. 879: 116, 121.
Laughlin v. Leigh, 107 Ill. App. 476: 838.
v. U. S. Rolling Stock Co., 64 Fed. 25: 971, 988.
Lauman's Case, 27 Ct. Cl. 260: 383, 2308.
Lau Ow Bew, Petitioner, 141 U. S. 583, 587, 35 L. ed. 868, 869: 1471, 2382.
v. U. S., 144 U. S. 47, 36 L. ed. 340: 1519, 1520, 2377, 2383, 2436.
Laurel Oil & Gas Co. v. Galbreath Oil & Gas Co., C. C. A., 165 Fed. 162: 2358.
Laurens, The, 1 Abb. Adm. 508: 1354, 1361.
Lausman, *Re*, 183 Fed. 647, Ky: 2171, 2176.
Lautz v. Glenn, 183 Fed. 666: 1597.
v. Gordon, 28 Fed. 264: 707.
Lavallette, 5 Wall. 579, Jones v. 550: 2356.
La Vega v. Lapsley, 1 Woods. 428: 1173, 1174.
Lavender v. Lavender, Irish R. 9 Eq. 593: 1039.
Law v. Gaultney, Cheves, S. C. Law, 7: 1079.
Lawrence, *Re*, 80 Fed. 99: 1480.
Lawrence v. Berney, 2 Ch. R. 127: 1345, 1390.
v. Bowman, 1 McAll. 419: 902.
v. Dana, 4 Cliff. 1: 883, 884.
v. Gaultney, Cheves Law, S. C., 7: 1079.
v. Gayetty, 78 Cal. 126, 12 Am. St. Rep. 29: 481.
v. Greenwich F. Ins. Co., 1 Paige (N. Y.) 587: 943.
Lawrence v. Lowrie, 133 Fed. 995, 13 Am. B. R. 297: 2031.
v. Morgan's Louisiana & T. R. & S. S. Co., 121 U. S. 634, 7 Sup. Ct. 1013, 30 L. ed. 1018: 1777.
v. Nelson, 143 U. S. 215, 222, 12 Sup. Ct. 440, 36 L. ed. 130: 356.
v. Norton, 13 Fed. 1, 4 Woods. 383: 90.
v. Remington, 6 Biss. 44: 636.
v. Rokes, 52 Maine, 110: 437.
v. Saratoga Lake R. Co. (1885), 36 Hun, 467: 319.
v. Smith, Jacob, 471: 883, 885, 886.
v. Southern Pac. Co., 165 Fed. 241: 109, 114, 1839.
v. Southern Pac. Co., 177 Fed. 547: 401, 752, 1169.
v. Southern Pac. Co., 180 Fed. 822: 488, 1922.
v. State, 59 Ala. 61: 1706.
v. Times Printing Co., 90 Fed. 24: 597.
v. U. S., 2 McLean, 581: 1069.
v. Wirtz, 1 Wash. C. C. 417: 445.
Lawrence Mfg. Co. v. Janesville C. Mills, 138 U. S. 552, 34 L. ed. 1005: 1345, 1389, 1390.
Laws v. Fleming, 177 Fed. 450: 126, 127.
Lawson v. Barber & Co., 189 Fed. 165: 1196.
v. Barber & Co., 189 Fed. 165: 1200.
v. Barber & Co., 189 Fed. 165: 1196.
v. Richmond & D. R. Co., 112 N. C. 390, 17 S. E. 169: 1882.
Lawton v. Blitch, 30 Fed. 611: 1766, 1910.
Layden v. Knights of Pythias, etc., 128 N. C. 546, 39 S. E. 47: 135.
Layer v. Nelson, 1 Vern. 456: 322.
Layne v. Ohio River R. Co., 35 W. Va. 438: 608.
Layton v. Missouri, 187 U. S. 356, 47 L. ed. 214: 2403.
Layton Pure Food Co. v. Church & Dwight Co., C. C. A., 32 L.R.A. (N.S.) 274, 182 Fed. 35: 640, 646.
Lazarus v. McCarthy, 32 N. Y. Supp. 833: 157, 170.

[References are to pages.]

Lazensky v. Supreme Lodge Knights of Honor, 32 Fed. 417: 1911, 1912.
Lazoris, *Re*, 120 Fed. 746: 2149.
L. B. Pickens & Bro., *Re*, 184 Fed. 954: 2114.
L. B. Snow, The, 15 Fed. 282: 2007.
L. Bucki & Son L. Co. v. Atlantic C. L. Co., C. C. A., 93 Fed. 765: 2507, 2511, 2531.
v. Atlantic Lumber Co., C. C. A., 116 Fed. 1: 320, 322, 1417.
v. Atlantic Lumber Co., C. C. A., 128 Fed. 332: 634, 2568.
L. B. X., The, 88 Fed. 290: 1945.
Lea, *Re*, 126 Fed. 234: 1489.
Lea v. Conn. Mut. L. I. Co., 154 U. S. 659, and 25 L. ed. 882: 2465.
v. Deakin, 13 Fed. 514: 925.
Leach v. Chandler, 18 Fed. 202: 535.
v. Kay, 2 Flip. C. C. 590: 1311.
Leader, The, *Re*, 190 Fed. 624, 629: 2175, 2184.
Leadville Coal Co. v. McCreery, 141 U. S. 475, 35 L. ed. 824: 164.
League v. Egery, 24 How. 264, 16 L. ed. 655: 1568.
Leahy v. Haworth, C. C. A., 4 L.R.A.(N.S.) 657, 141 Fed. 850: 724, 727.
Leake County Comm'rs v. Dudley, 173 U. S. 243, 43 L. ed. 684: 201.
Leaken, *Re*, 137 Fed. 680: 1105, 1475.
Leary, *Re*, 10 Benedict. 197, 15 Fed. Cas. No. 8.162: 19 Cyc. 93: 1513, 1645.
Leary v. Columbia & P. S. Nav. Co., 82 Fed. 775: 942, 943, 945.
v. Miranda, 40 Fed. 607: 1323.
v. Murray, C. C. A., 178 Fed. 209: 1959, 2486, 2493.
v. U. S., C. C. A., 170 Fed. 941: 1658.
v. U. S., C. C. A., 184 Fed. 433: 831.
Leas & M'Vitty v. Merriman, 132 Fed. 510: 1424, 1441.
Leathe v. Thomas, C. C. A., 97 Fed. 136: 2551.
v. Thomas, 207 U. S. 93, 52 L. ed. 118: 2406.
Leather C. Co. v. American L. C. Co., 10 Jur. (N. S.) 81: 886, 887, 888.
Leather C. Co. v. American L. C. Co., 11 H. L. C. 523: 888.
Leather Manufacturers' Nat. Bank v. Cooper, 120 U. S. 778, 7 Sup. Ct. 777, 30 L. ed. 816: 82, 97, 452, 1759.
Leatherberry v. Radcliffe, 5 Cranch, 550: 1141, 1145, 1148.
Leavenworth v. Pepper, 32 Fed. 718: 470, 477.
Leavenworth County v. Barnes, 94 U. S. 70, 24 L. ed. 63: 1575.
v. Chicago, R. I. & P. Ry. Co., 134 U. S. 688, 33 L. ed. 1064: 323, 421, 1251.
Lebensberger v. Scofield, C. C. A., 139 Fed. 380: 1531.
Leber v. U. S., C. C. A., 170 Fed. 881: 1106.
Ledbetter v. Mandell, 141 App. Div. 556, affirmed 205 N. Y. 537: 589, 691, 705, 1662.
Leddel's Ex'r v. Starr, 19 N. J. Eq. (4 C. E. Green) 159: 1021.
Lederer, *Re*, 125 Fed. 96: 2095, 2244.
Lederer v. Ferris, 149 Fed. 250: 189.
v. Rankin, 90 Fed. 449: 189.
v. Sire, 105 Fed. 529: 118.
Ledoux v. La Bee, 83 Fed. 761: 995, 999.
Lee, *Ex parte*, 4 Cranch, C. C. 197: 1309.
Lee, *Re*, 171 Fed. 266: 2022, 2199, 2200.
Re, C. C. A., 182 Fed. 579: 2216, 2280, 2281, 2285.
Lee v. Ætna Ins. Co., Fed. Cas. No. 8.181: 139.
v. Atlantic Coast Line R. Co., 150 Fed. 775: 137, 139, 1841.
v. Blandy, 1 Bond, 361: 1072.
v. Brown, 4 Ves. 362: 1283.
v. Continental I. & S. Co., 74 Fed. 424: 53, 54.
v. Lee, 1 Hare, 622: 742, 743, 922.
v. Lee, 8 Pet. 44, 8 L. ed. 860: 2438.
v. Milner, 2 Y. & C. 611: 849.
v. New Jersey, 207 U. S. 67, 52 L. ed. 106: 2395.
v. Simpson, 42 Fed. 434: 1059, 1325, 1337.
v. Toledo, St. L. & W. Ry. Co., 193 Fed. 685: 1755.

[References are to pages.]

Lee v. Watson, 1 Wall. 337: 17 L. ed. 557: 29.
Lee County v. Rogers, 7 Wall. 181, 19 L. ed. 160: 1405, 1568.
Lee Injecter Mfg. Co. v. Penberthy.
Lee Gon Yung v. U. S. 185 U. S. 306, 45 L. ed. 921: 1488.
Injector Co., C. C. A., 109 Fed. 964: 1328.
Lee Kow, *Ex parte*, 161 Fed. 592: 1498.
Lee Lung v. Patterson, 186 U. S. 168, 46 L. ed. 1108: 1488.
v. U. S., C. C. A., 159 Fed. 125: 2358.
Leech v. Kay, 4 Fed. 72: 1312.
Leeds v. Marine Ins. Co., 2 Wheat. 380, 4 L. ed. 266: 1058.
Leeds & Catlin Co., *Re*, 175 Fed. 309: 2095.
Leeds & Catlin Co. v. Victor Talking Mach. Co., 213 U. S. 301, 312, 29 Sup. Ct. 495, 53 L. ed. 805: 875, 876.
Leeper v. Texas, 139 U. S. 462, 35 L. ed. 225: 1197, 1480, 2406.
Lee Won Jeong v. U. S., C. C. A., 145 Fed. 512: 1589, 1602.
Leflingwell v. Warren, 2 Black. 599, 17 L. ed. 261: 1568.
Lefkowitz v. Foster Hose Supporter Co., 161 Fed. 367: 85.
Leftwitch v. Lecann, 4 Wall. 187, 18 L. ed. 388: 1595.
Legard v. Sheffield, 2 Atk. 377: 399.
Legarda v. Valdez, 1 Phil. Rep. 146: 273.
Legare v. Daly, 1 Ves. Sen. 192: 1204.
Leggett v. Allen, 110 U. S. 741, 28 L. ed. 313: 2297.
Legrand v. Whitehead, 1 Russ. 309: 1202.
Lehigh Coal & Nav. Co. v. Central R. Co., Fed. Cas. No. 8213: 1825.
Lehigh Min. & Mfg. Co., *Re*, 156 U. S. 322, 39 L. ed. 438: 2366, 2368.
Lehigh Mining & Mfg. Co. v. Kelly, 160 U. S. 327, 336, 40 L. ed. 444, 447: 131, 1173.
Lehigh Val. R. Co. v. Rainey, 99 Fed. 596: 1894.
Lehigh Z. & I. Co. v. N. J. Z. & I. Co., 43 Fed. 515, 546: 35, 471, 514, 921.
Lehman v. Dickson, 148 U. S. 71, 37 L. ed. 373: 1561.
Lehman v. Graham, C. C. A., 135 Fed. 39: 859.
v. McQuown, 31 Fed. 138: 926, 1011, 1040.
Leib v. Butterick, 68 Ind. 199: 794.
Leicester v. Leicester, 10 Siml. 87: 1185.
Leicester Piano Co. v. Front R. R. Imp. Co. C. C. A. 55 Fed. 190: 2555.
Leidigh Carriage Co. v. Stengel, C. C. A., 95 Fed. 637: 2062, 2077.
Leidigh Carriage Co. v. Stengel, C. C. A., 95 Fed. 645, 2 Am. B. R. 383: 2026, 2027.
Leigh v. Kewanee Mfg. Co., 127 Fed. 990: 143.
v. Kewanee Mfg. Co., C. C. A., 147 Fed. 693: 924.
v. Leigh, Daniell's Ch. Pr. 369: 479.
v. Thomas, 2 Ves. Sen. 312: 423, 822.
v. Ward, 2 Vent. 72: Eccleston v. Petty, Carth. 79: 1058.
Leighton v. Kennedy, C. C. A., 129 Fed. 737, 12 Am. B. R. 229: 2060.
Leiper v. Bickley, 1 Cranch, C. C. 29: 1142.
Leitensdorfer v. Webb, 20 How. 176, 15 L. ed. 891: 2545.
Le Lacy v. Kelly, 147 App. Div. (N. Y.) 37: 803.
Leland, *Re*, 185 Fed. 830: 2049.
Leman v. Baltimore & O. R. Co., 128 Fed. 191: 731, 732, 1440.
Le Marchel v. Teegarden, 133 Fed. 826: 480, 514.
Lemen v. Wagner (Iowa), 68 Iowa, 660, 27 N. W. 814: 68.
Lem Hing Dun v. U. S., C. C. A., 49 Fed. 145: 2511.
Lemmon & Gale Co., *Re*, C. C. A., 112 Fed. 296: 2118.
Lem Moon Sing v. U. S., 158 U. S. 538, 39 L. ed. 1082: 1489.
Lemon v. Imperial Window Glass Co., 199 Fed. 927: 194, 580.
v. U. S., C. C. A., 161 Fed. 953, 960: 1665, 1671, 1677, 1716, 1717.
Lemon, *Ex parte*, 64 Fed. 320: 1363.
Lemon, *Ex parte*, 150 U. S. 393, 37 L. ed. 1120: 2374.
Lemon, *Re*, 150 U. S. 393, 37 L. ed. 1120: 1520, 2371.

[References are to pages.]

Lennon, *Re*, 166 U. S. 548, 41 L. ed. 1110: 58, 866, 871, 872, 873, 893, 899, 900, 901, 915, 1363, 1381, 1478, 1515.
Lennox, *Re*, 181 Fed. 428: 2564.
Lennox v. Allen-Lane Co., C. C. A., 167 Fed. 114: 2282.
Lent v. Farnsworth, 180 N. Y. 503: 2255.
Leo v. Union Pac. Ry. Co., 17 Fed. 273: 483, 519, 909, 1896.
Leo Hem Bow, *Re*, 47 Fed. 302: 1473.
Leonard, *Re*, 14 Fed. 53: 1945, 1990, 1992, 1993.
Re, 177 Fed. 503: 2108, 2272, 2272.
Leonard v. Jamison, 2 Edw. Ch. 135: 1794.
v. Lennox, C. C. A., 181 Fed. 760: 1054.
v. Merchants' Coal Co., C. C. A., 162 Fed. 885: 612, 613, 1426, 1429, 1432.
v. Ozark Land Co., 115 U. S. 465, 29 L. ed. 445: 2489.
v. Simplex El. Heating Co., 145 Fed. 946: 678.
v. U. S., 18 Ct. Cl. 382: 2315, 2333.
Leonard Richards, The, 41 Fed. 818, 820: 1991, 1998, 2001.
Lerner v. Tetrazzinni, 71 Misc. (N. Y.) 182: 890.
Le Roux v. Bay Circuit Judge, 46 Mich. 189, 9 N. W. 154: 1856.
Lesains, *Re*, C. C. A., 181 Fed. 690: 2291.
Leschen Rope Co. v. Broderick, 201 U. S. 166, 26 Sup. Ct. 425, 50 L. ed. 710: 67, 542
Leslie, *Re*, 119 Fed. 406: 2142.
Leslie v. Brown, C. C. A., 90 Fed. 171: 90, 144, 925.
v. Leslie, 84 Fed. 70: 494.
v. Town of Urbana, C. C. A., 56 Fed. 762: 1405.
Less v. English, 85 Fed. 471, 29 C. C. A. 275: 34.
Lessee of Butler v. Farnsworth, 4 Wash. 101, 1 Abb. (U. S.) 211: 126, 130.
Lessee of Walden v. Craig's Heirs, 14 Pet. 147, 151, 10 L. ed. 393, 395: 748, 1529.
Lesser, *Re*, 100 Fed. 433: 2276.
Re, 108 Fed. 201: 2174.
Lesser v. George Berfeldt & Co., 188 Fed. 864: 546.
Lesser v. U. S., 89 Fed. 197: 314.
Lester v. Thompson, 91 Mich. 245, 51 N. W. 893: 795.
Le Texier v. The Margravine of Anspach, 15 Ves. 159, 164: 560.
Letson, *Re*, C. C. A., 157 Fed 78: 2222.
Lettelier v. Mann, 79 Fed. 81: 527.
Leutze v. Butterfield (New York), 1 Abb. N. C. 367: 1812.
Leutze v. Butterfield (New York), 7 Daly, 24: 1812.
v. Butterfield (New York), 52 How. Prac. 376: 1812.
Le Vay, *Re*, 125 Fed. 990: 2222.
Levenstein, *Re*, 180 Fed. 957: 2236.
Leverton, *Re*, 155 Fed. 931: 2269.
Levey, *Re*, 133 Fed. 572: 2238, 2241, 2242.
Levi v. Columbia Ins. Co., 1 Fed. 206: 151.
v. Mathews, C. C. A., 145 Fed. 152: 1430.
Levi & Klauber, *Re*, C. C. A., 142 Fed. 962: 2119.
Levin, *Re*, 113 Fed. 498, 6 Am. B. R. 743: 2117.
Levin, *Re*, C. C. A., 176 Fed. 177: 2240.
Levine v. Taylor, 12 Mass. 8: 354.
Leving v. Caverly, Prec. Ch. 229: 401
Levis v. Dart, 6 How. 1: 450.
Levy, *Re*, 95 Fed. 812: 2052.
Levy, *Re*, 172 Fed. 780: 2231.
Levy v. Burley, 2 Sumn. 355: 1074.
v. Laclede Bank, 18 Fed. 193: 1921.
v. O'Neil (New York), 14 Abb. Prac. (N. S.) 63: 1884.
Levy & Richman, *Re*, 95 Fed. 812, 2 Am. B. R. 21: 2053.
Lewarne v. Mexican Int. I. Co., 38 Fed. 620: 497.
L. E. Waterman Co. v. Lockwood, 128 Fed. 174, 176: 1300, 1322, 1323, 1327, 1328.
Lewensohn, *Re*, 98 Fed. 576: 2148, 2149.
Re, 99 Fed. 73: 2225, 2226, 2226.
Re, C. C. A., 121 Fed. 538: 2195.
Lewers & Cooke v. Atcherly, 222 U. S. 285, 56 L. ed. 202: 1390, 1392.
Lewin, *Re*, 103 Fed. 850: 2115, 2251.

[References are to pages.]

Lewin v. Welsbach Light Co., 81 Fed. 904, E. D. Pa.: 898.
Lewis, *Re*, 99 Fed. 935: 2211.
Re, 163 Fed. 137: 2243.
Lewis v. Am. Naval Stores Co., 119 Fed. 391: 945, 947, 949, 953.
v. Baltimore & L. R. Co., C. C. A., 62 Fed. 218: 1448, 2429.
v. Bridgman, 2 Sim. 465: 754, 755.
v. Cincinnati, N. O. & T. P. Ry. Co., 192 Fed. 654: 1784, 1785, 1800, 1816, 1916, 1918.
v. Clark, C. C. A., 129 Fed. 570: 362, 998.
v. Cocks, 23 Wall. 466, 23 L. ed. 70: 323, 330, 338, 1200, 2550.
v. Darling, 16 How. 1, 14 L. ed. 819: 453.
v. Fullarton, 2 Beav. 6: 884.
v. Glass, 20 S. W. 571: 690.
v. Glass, 92 Tenn. 147: 690.
v. Hitchman Coal & Coke Co., C. C. A., 176 Fed. 549: 930.
v. Holmes, C. C. A., 194 Fed. 842: 1405, 1406, 1409.
v. Jewett, 51 Vt. 378: 795.
v. Maysville & B. S. R. Co. (Kentucky), 76 S. W. 526, 25 Ky. Law Rep. 948: 136.
v. Monson, 151 U. S. 545, 38 L. ed. 265: 1578.
v. Parrish, C. C. A., 115 Fed. 285: 363, 401.
v. Peck, C. C. A., 154 Fed. 273: 1274.
v. Shainwald, 7 Saw. 403, 416, 417: 352, 1048, 1895.
v. Sittel, 165 Fed. 157: 2451, 2456.
v. Smythe, Fed. Cas. No. 8,333 (2 Woods, 117): 1824.
v. State, 1 Head (Tenn.) 329: 1710.
v. U. S., 146 U. S. 370, 36 L. ed. 1011: 1730, 1731, 1732.
v. U. S., 216 U. S. 611, 54 L. ed. 637: 2447.
v. Weidenfeld, 76 Fed. 145: 1793, 1804.
v. Weidenfeld (Michigan), 72 N. W. 604: 1886.
v. White, Fed. Cas. No. 8,335): 1789, 1811.
v. Wilson, 151 U. S. 551, 38 L. ed. 267: 1602.
Lewis Blind Stitch Co. v. Abetter Felling Mach. Co., 181 Fed. 974: 199, 1170.
Lewisburg Bank v. Sheffey, 140 U. S. 445, 35 L. ed. 493: 1258, 2428, 2430.
Lewis F. Perry & Whitney Co., *Re*, 172 Fed. 745: 2058, 2059, 2062.
Lewis F. Perry & Whitney Co., *Re*, 172 Fed. 752: 2058, 2062.
Lewis Pub. Co. v. Wyman, 152 Fed. 787: 381.
v. Wyman, 168 Fed. 752: 381.
v. Wyman, 168 Fed. 756: 381, 558, 913.
v. Wyman, C. C. A., 182 Fed. 13: 369, 381, 2516.
Lew Moy v. U. S., C. C. A., 164 Fed. 322: 59, 93.
Leyer v. U. S., C. C. A., 183 Fed. 102: 1556.
L. F. Munson, The, 127 Fed. 767: 1298.
L. Humbert Co., *Re*, 100 Fed. 439, 440: 2088, 2124, 2125.
Libby v. Roseekrans, 55 Barbour (N. Y.), 202, 215, 239: 1275.
Liberty, The, 119 Fed. 539, 541: 1976.
Library Bureau v. Yawman & Erbe Mfg. Co., C. C. A., 147 Fed. 245: 2431.
Lichty v. Lewis, 63 Fed. 535: 665.
Liddle v. Cory, 7 Blatchf. 1: 1366.
Life & Fire Ins. Co. v. Adams, 9 Pet. 571, 9 L. ed. 233: 1448.
Life Ins. Co. v. Bangs, 103 U. S. 780, 26 L. ed. 608: 323, 658.
Life & Fire Ins. Co. v. Wilson's Heirs, 8 Pet. 291, 302, 8 L. ed. 949, 953: 1448, 1449, 1461, 2422, 2555.
Ligeois v. McCracken, 10 Fed. 664: 1179.
Liggett v. Glenn, C. C. A., 51 Fed. 381: 157, 1062, 1088.
Lilienthal v. Betz, 185 N. Y. 153, 159, 7 Ann. Cas. 41: 448, 1040.
v. Drucklieb, C. C. A., 92 Fed. 753: 347.
v. McCormick, C. C. A., 117 Fed. 89: 34, 145, 700, 1900.
v. Southern Cal. Ry. Co., 61 Fed. 622: 1321, 1329.
v. Wallach, 37 Fed. 241: 1366.
Lillard v. Sun Printing & Pub. Ass'n, 87 Fed. 213: 1223.

[References are to pages.]

Lillia v. Airey, 1 Ves. Jr. 277: 1283.
Lillis v. U. S., C. C. A., 190 Fed. 530: 1666.
Lilly v. Hamilton Bank, C. C. A., 178 Fed. 53: 1595.
Lim Jew v. U. S., C. C. A., 196 Fed. 736: 2420.
Lincoln, *Re*, 202 U. S. 178, 50 L. ed. 984: 1510, 1512.
Lincoln v. Battelle, 6 Wend. (N. Y.) 475: 1159.
v. Cladin, 7 Wall. 132, 139, 19 L. ed. 106, 109: 1597.
v. Lincoln St. Ry. Co., 77 Fed. 658: 61.
v. U. S., 197 U. S. 419, 49 L. 816: 368, 374.
Lincoln County v. Luning, 133 U. S. 529, 33 L. ed. 766: 349, 388, 1427.
Lincoln Gas Co. v. Lincoln, 223 U. S. 349, 56 L. ed. 466: 924.
v. City of Lincoln, 223 U. S. 349, 357, 56 L. ed. 466, 469: 1212.
Lincoln Nat. Bank v. Perry, C. C. A., 66 Fed. 887: 1606, 2499.
Lindeberg v. Doverspike, C. C. A., 141 Fed. 59: 1561.
v. Howard, C. C. A., 146 Fed. 467: 927.
Lindeke v. Converse, C. C. A., 198 Fed. 618: 2236, 2278, 2285.
Linder v. Hartwell R. Co., 73 Fed. 320: 422.
v. Lewis, 1 Fed. 378: 619.
Linderman, *Re*, 166 Fed. 593: 2232.
Lindsay, The, 62 Fed. 851: 234.
Lindsay v. First Nat. Bank, 156 U. S. 485, 39 L. ed. 505: 340, 346.
v. Lynch, 2 Sch. & Lef. 1, 9: 723.
Lindsay-Bitton Live Stock Co. v. Justice, C. C. A., 191 Fed. 163: 1432.
Lindsley v. Union Silver Star Min. Co., C. C. A., 115 Fed. 46: 657.
Lindstrom v. International Nav. Co., 117 Fed. 170: 1942.
Lineberry, *Re*, 183 Fed. 338: 2214.
Linehan Railway Transfer Co. v. Pendergrass, 70 Fed. 1, 16 C. C. A. 585, 36 U. S. App. 48: 40.
Linen Thread Co. v. A. Booth & Co. C. C. A., 192 Fed. 515: 967.
Linforth, *Re*, 87 Fed. 386: 2213.
Lingafelter, *Re*, C. C. A., 32 L.R.A. (N.S.) 103, 181 Fed. 24: 2186.
Lingan v. Henderson, 1 Bland (Md.), 236, 275: 1272.
Ling Su Fan v. U. S., 218 U. S. 302, 54 L. ed. 1049, 30 L.R.A.(N.S.) 1176: 2359.
Link v. Sprague, cited by counsel in Brinkerhoff v. Brinkerhoff, 8 Abb. N. C. 207: 711.
Linkswiler v. Schneider, 95 Fed. 203: 87.
Linn v. Green, 17 Fed. 407: 514.
Linn & Lane Timber Co. v. U. S., C. C. A., 196 Fed. 593: 640, 651.
Linson v. Hutton, 98 U. S. 79, 25 L. ed. 66: 332.
Linton v. Mosgrove, 14 Fed. 543: 859.
v. Safe Deposit & Tile Guaranty Co., 147 Fed. 824: 859.
v. Stanton, 12 How. 423, 13 L. ed. 1050: 2298.
Lipke, *Re*, 98 Fed. 970: 2094.
Lipman, *Re*, 94 Fed. 353: 2194, 2195, 2196.
Lipphart, *Re*, 201 Fed. 103: 2040.
Lippino v. Shaw C. Co., 34 Fed. 570: 1281.
Lippman, *Re*, 184 Fed. 551: 2116.
Lipscomb v. Jack (Miss., 1896), 20 S. R. 883: 408.
Lipset, *Re*, 119 Fed. 379: 2141.
Lipsmeier v. Vehslage, 29 Fed. 175: 1171.
Li Sing v. U. S., 180 U. S. 486, 45 L. ed. 634: 1489.
Lisk Mfg. Co., *Re*, 167 Fed. 411: 2074.
Liskeard, etc., Ry. Co. v. Liskeard & Caradon Ry. Co., 18 Times Rep. 1: 698.
Litchfield v. Goodnow, 123 U. S. 549, 31 L. ed. 199: 668.
Little, *Re*, 110 Fed. 621: 2189.
Little v. Bowers, 134 U. S. 547, 33 L. ed. 1016: 2515, 2516, 2518.
v. Dist. of Col., 19 Ct. Cl. 323: 2326.
v. Giles, 118 U. S. 596, 30 L. ed. 269: 1171, 1172, 1784, 1792, 1797.
v. Gould, 2 Blatchf. 165: 884, 885.
v. Hackett, 116 U. S. 366: 1964.

[References are to pages.]

Little v. Holley-Brooks Hardware Co., C. C. A., 133 Fed. 874: 2179.
v. Merrill, 62 Me. 328: 690.
v. State, 90 Ind. 338: 1354.
Little Charles, The, 1 Brock. 380, Fed. Cas. No. 15,613: 812.
Little Miami & C. & X. R. Co. v. U. S., 108 U. S. 277, 27 L. ed. 724: 2540.
Little River Lumber Co., *Re*, 101 Fed. 558: 2196, 2276.
Little Rock v. U. S. ex rel. Howard, C. C. A., 103 Fed. 418: 1454.
Little Rock Junction Co. v. Burke, C. C. A., 66 Fed. 83: 149, 333.
Little Rock, M. R. & T. Ry. Co. v. Iredell, 50 Ark. 388, 8 S. W. 21: 1890.
Littlefield v. Perry, 21 Wall. 205, 22 L. ed. 577: 331, 410.
Livermore v. Jenks, 11 How. Pr. (N. Y.) 479: 1884.
Liverpool, B. & R. P. Nav. Co. v. Agar, 14 Fed. 615: 125.
Liverpool & G. W. Co. v. Phoenix Ins. Co., 129 U. S. 397, 32 L. ed. 788: 1054.
Liverpool Ins. Co. v. Massachusetts, 10 Wall. 566, 19 L. ed. 1029: 418.
Liverpool & L. & G. Ins. Co. v. N. & M. Friedman Co., C. C. A., 133 Fed. 713: 1550.
Liverpool N. Y. & P. S. S. Co. v. Comrs of Emigration, 113 U. S. 33, 38, 28 L. ed. 899, 900: 639.
Livingston v. Dorgenois, 7 Cranch, 577, 3 L. ed. 444: 1448.
v. Exum, 19 S. C. 223: 926.
v. Frick, 76 Ga. 639: 1814.
v. Gibbons, 4 J. Ch. (N. Y.) 94, 99: 607.
v. Jefferson, 1 Brock 203, 4 Hughes 606, 4 Hall. L. J. 78, 11 Myers' Fed. Dec. 721, Fed. Cas. No. 8411: 194.
v. Kane, 3 J. Ch. (N. Y.) 224: 1181, 1186, 1201.
v. Pettigrew, 7 Lans. (N. Y.) 405: 1007.
v. Ruff, 65 S. C. 284, 43 S. E. 678: 789.
v. Story, 9 Pet. 632, 9 L. ed. 255: 1118.
Livingston v. Woodworth, 15 How. 546, 14 L. ed. 809: 459, 1273.
Livingstone v. Heineman, C. C. A., 120 Fed. 786: 2189, 2191, 2203, 2279, 2286.
Lloyd, *Re*, 148 Fed. 92, 17 Am. B. R. 96: 2148.
Lloyd v. , 2 Dick. 460: 400.
v. Brewster, 4 Paige (N. Y.) 537: 489.
v. Cardy, Prec. in Ch. 171: 1048.
v. Chapman, C. C. A., 93 Fed. 599: 2276, 2287.
v. Ches. O. & S. W. R. Co., 65 Fed. 351: 946, 966.
v. Gurdon, 2 Swanst. 180: 863.
v. Heath, Busb. Eq. (N. C.) 39: 869.
v. Johnes, Ves. 65: 419.
v. Johnes, 9 Ves. 37: 768, 772, 775, 779.
v. London, C. & D. Ry. Co., 2 De G. J. & S. 568: 850.
v. London, Ch. & D. Ry. Co., 11 Jur. (N. S.) 380: 851.
v. Loaring, 6 Ves. 773: 425.
v. Matthews, 155 U. S. 222, 227, 39 L. ed. 128, 130: 2408, 2409.
v. Pennie, 50 Fed. 4, 11: 1088, 1110.
v. Smith, 13 Sim. 457, 458, 459: 414.
v. Spillat, 3 P. Wms. 344, 346: 1331.
Lloyd Sabaudo, The, v. Cubiccotti, 159 Fed. 191: 891.
L. M. Alleman Hardware Co., *Re*, C. C. A., 181 Fed. 810: 2181.
Lobel v. Cossey, C. C. A., 157 Fed. 664: 1111.
Lobensteine v. Union El. R. Co., 80 Fed. 199: 1578.
Lobsiger v. U. S., 5 Ct. Cl. 687: 2309.
Lochmore S. S. Co. v. Hagar, 78 Fed. 612: 1963.
Locke v. Covert, 42 Hun (49 N. Y. S. C. R.), 484: 996.
v. White, 33 Ch. D. 308: 353.
v. U. S., 7 Cranch, 339, 3 L. ed. 364: 1080.
Locker v. Am. Tobacco Co., 200 Fed. 973: 793.
Lockhart v. Leeds, 195 U. S. 427, 49 L. ed. 263: 482, 560, 649, 1182.

[References are to pages.]

Lockhart v. Memphis & L. R. R. Co., 38 Fed. 274: 1764, 1765, 1816.
v. Morey, 31 Fed. 497: 1778.
Lockman v. Lang, C. C. A., 128 Fed. 279: 2282, 2357, 2478.
v. Lang, C. C. A., 132 Fed. 1: 2086, 2090, 2287, 2359, 2467, 2478, 2510.
Lockport Felt Co. v. United Box Board & Paper Co., 182 Fed. 328: 1028.
v. United Box Board & Paper Co., 189 Fed. 767: 972.
Lockwood, *Re*, 104 Fed. 794: 2235.
Lockwood v. Cleveland, 6 Fed. 721, 727: 691.
v. Exchange Bank, 190 U. S. 294, 47 L. ed. 1061: 2219, 2222, 2223.
v. Wickes, C. C. A., 75 Fed. 118: 931.
Loden, *Re*, 184 Fed. 965: 2188, 2223.
Lodge v. Stoddart, 9 Rep. 137: 885.
v. Twell, 135 U. S. 232, 34 L. ed. 153: 2431.
Loeb v. Columbia Tp. Trustees, 179 U. S. 472, 482, 45 L. ed. 280, 287: 2376, 2404, 2415.
v. Eastman Kodak Co., C. C. A., 183 Fed. 704: 2163.
v. Trustees of Columbia Tp., 91 Fed. 37: 134, 135, 202.
Loeber v. Schroeder, 149 U. S. 580, 37 L. ed. 856: 2423.
Loeser v. Dallas, C. C. A., 192 Fed. 909: 2037.
v. Savings Deposit Bank & Trust Co., C. C. A., 148 Fed. 975: 2175.
Loewe v. California State Federation of Labor, 139 Fed. 71: 871.
v. Lawlor, 208 U. S. 274, 52 L. ed. 488: 18, 461, 871, 2383.
Loewenstein v. Biernbaum, 8 W. N. C. (Pa.), 163: 1045.
Lofland v. Coward, 12 Heisk. (Tenn.) 546: 1546.
Logan, *Re*, 196 Fed. 678: 2112.
Logan v. Goodwin, C. C. A., 101 Fed. 654: 2459, 2483.
v. Goodwin, C. C. A., 104 Fed. 490: 1531, 2459.
v. Patrick, 5 Cranch, 288, 3 L. ed. 103: 466, 588.
v. Prince of Coorg, Seton on Decrees, 5th ed., 681: 977.
Logan v. U. S., 144 U. S. 263, 36 L. ed. 429: 1088, 1716, 1721.
Loker v. Rolle, 3 Ves. 4: 1117, 1118.
Loll, *Re*, 162 Fed. 79: 2214.
Lomax v. Foster Lumber Co., C. C. A., 174 Fed. 959: 1797.
Lombard Inv. Co. v. Seaboard Mfg. Co., 74 Fed. 325: 826, 836.
London v. Liverpool, 3 Anst. 738: 632.
v. Perkins, 2 Brown Parl. Cas. 652: 505.
London Guarantee & Accident Co., Limited v. Doyle & Doak, 134 Fed. 125: 1372.
London Packet, The, 2 Wheat. 371, 4 L. ed. 264: 2536, 2537.
London & S. F. Ry. Co. v. Williamette S. M. L. & Md. S. Co., 80 Fed. 226: 559, 1014, 1570.
Londoner v. Denver, 210 U. S. 373, 379, 52 L. ed. 1103, 1109: 2397.
Lonergan v. Illinois Cent. R. Co., 55 Fed. 550: 140, 472, 1840.
Loney, *Re*, 134 U. S. 372, 33 L. ed. 949: 1479.
Loney v. Bailey, 43 Md. 10: 1081.
Long, *Re*, 116 Fed. 113: 2223.
Long v. Buford, 24 Fed. 241: 1917.
v. Farmers' State Bank, C. C. A., 147 Fed. 360: 2171, 2462, 2463, 2466, 2510.
v. Kinard, Harp. (S. C.) 47: 794.
v. Lockman, 14 Am. B. R. 172, 135 Fed. 197: 2041.
v. Maxwell, C. C. A., 59 Fed. 948: 2546.
v. The Tampico & Progresso, 16 Fed. 491: 1953.
Long Island, N. S. P. & F. T. Co., *Re*, 5 Fed. 599: 860.
Long Lock, *Ex parte*, 173 Fed. 208: 1498, 2419.
Longfellow, The, C. C. A., 104 Fed. 360, 45 C. C. A. 379: 1993.
Longworth v. Taylor, 1 McLean, 514: 574, 728.
Lonsdale v. Brown, 3 Wash. 404: 1154.
Lonsdale Co. v. Moies, 2 Cliff. 538: 1212.
Lookout Mountain R. Co. v. Houston, 44 Feb. 449: 1907.
Loom Co. v. Higgins, 105 U. S. 580, 588, 589, 26 L. ed. 1177, 1180, 1181: 675.

[References are to pages.]

Loomis v. Carrington, 18 Fed. 97: 1903, 1906, 1907.
Loomis-Manning Filter Co. v. Manhattan Filter Co., 117 Fed. 325: 405.
Loop v. Winters' Estate, 115 Fed. 362: 115, 1782, 1830, 1853, 1855.
Lorain Steel Co. v. N. Y. Switch & Crossing Co., 153 Fed. 205: 530.
v. New York Switch & Crossing Co., C. C. A., 184 Fed. 301: 1221.
Lord v. Lehigh Val. R. Co. (S. D. N. Y.), 104 Fed. 929: 1817.
v. Veazie, 8 How. 251, 12 L. ed. 1067: 1359, 2515.
v. Whitehead, etc., Mach. Co., 24 Fed. 801: 332.
Lord Baltimore Press v. Labombarde, C. C. A., 197 Fed. 739: 2477.
Lord Brook v. Lord Hertford, 2 P. Wms. 518: 1265.
Lord Byron v. Johnston, 2 Meriv. 29: 908.
Lord Camden in Reynoldson v. Perkins, Ambler, 564: 419.
Lord Carteret v. Pashal, 3 Peere Wms. 197: 1389.
Lord Chedworth v. Edwards, 7 Ves. 46: 863.
Lord Digby v. Meech, Bunb. 195: 511.
Lord Dillon v. Alvares, 4 Vesey, 357: 636.
Lord Dursley v. Berkeley, 6 Ves. 251: 322.
Lord Eldon v. Nicholson v. Squire, 16 Ves. 259, 260: 802.
Lord Esher, M. R., in Sykes v. Sacerdi, 15 Q. B. D. 423: 698.
Lord Fingal v. Blake, 1 Molloy, 113: 1204.
Lord Hardwicke in Griffith v. Griffith, 2 Ves. Sen. 400: 1026.
Lord Lanesborough v. Jones, 1 P. Wms. 325: 322.
Lord Manners v. Johnson, L. R. 1 Ch. D. 67: 850.
Lord Montague v. Dudman, 2 Vesey Sr. 396, 398: 861, 863.
Lord Montford v. Lord Cadogan, 17 Ves. 485: 939.
Lord Pelham v. Duchess of Newcastle, 3 Swanst. 289, n.: 827, 1001, 1385, 1386.
Lord Pelham v. Lord Harley, 3 Swanst. 291, n.: 1385.
Lord Shipbrooke v. Lord Hinchinbrook, 13 Ves. 387, 393: 806.
Lord Uxbridge v. Staveland, 1 Ves. Sen. 56: 476, 557, 1123.
Loree v. Abner, C. C. A., 57 Fed. 159: 1054.
Lorillard v. Standard Oil Co., 2 Fed. 902: 356, 401, 736.
Loring, *Ex parte*, 94 U. S. 418, 24 L. ed. 165: 1450.
Loring v. Marsh, 2 Cliff. 322: 636.
v. Marsh, 2 Clifford, 469, at p. 492: 337.
Lorman v. Clarke, 2 McLean, 568, 577: 342, 1573.
Lorton v. Seaman, 9 Paige (N. Y.) 609: 814.
Los Angeles v. Los Angeles Water Co., 177 U. S. 558, 44 L. ed. 86: 327, 328.
Los Angeles C. W. Co. v. Los Angeles, 88 Fed. 720: 912.
Los Angeles Farming & Milling Co. v. Hoff, 48 Fed. 340: 87, 88.
Loscher v. Hager, 124 App. Div. (N. Y.) 568: 793.
Lotta, The, (D. S. C.) 150 Fed. 219: 1996.
Lottawanna, The, 21 Wall. 558, 582, 22 L. ed. 654, 664: 1978.
Louden Machinery Co. v. Am. Mercantile Iron Co., 127 Fed. 1008: 585, 610.
Louden M. Co. v. Montgomery W. & Co., 96 Fed. 232: 534.
Loudon v. Taxing Dist. of Shelby County, 104 U. S. 771, 26 L. ed. 923: 2532.
Louis, 174 U. S. 182, 43 L. ed. 941: 1059.
Louis De Jonge & Co. v. Brenker & Kessler Co., 147 Fed. 763: 885.
Louis Metzger & Co. v. Berlin, C. C. A., 194 Fed. 426: 930.
Louisiana v. Jumel, 107 U. S. 711, 727, 27 L. ed. 448, 453: 392, 896, 1152.
Louisiana v. Layarde, 60 Fed. 186: 896.
Louisiana v. New Orleans, 102 U. S. 203, 26 L. ed. 132: 1344.
Louisiana v. New Orleans, 103 U. S. 521, 26 L. ed. 306: 2526.
Louisiana v. Pilsbury, 105 U. S. 278, 26 L. ed. 1090: 1571.

[References are to pages.]

Louisiana v. Texas, 176 U. S. 1, 44 L. ed. 347: 7, 387, 573.
Louisiana Bank v. Whitney, 121 U. S. 284, 30 L. ed. 961: 1259.
Louisiana Ins. Co. v. Nickerson, 2 Low. 310: 1955.
Louisiana Nat. Bank v. Whitney, 121 U. S. 284, 30 L. ed. 961: 2431.
Louisiana Nat. Life Assur. Soc. v. Segen, 196 Fed. 903: 2121.
Louisiana Nav. Co. v. Oyster Commission, 226 U. S. 99, 57 L. ed. —: 2400, 2422.
Louisiana State Bank v. Morgan (Louisiana), 4 Mart. (N. S.) 344: 1829, 1883.
Louisiana State Lottery Co. v. Clark, 16 Fed. 20: 1332.
Louisiana State Lottery Co. v. Clark, 16 Fed. 30: 851.
v. Clark, 4 Woods, 169: 851.
Louisiana S. L. Co. v. Fitzpatrick, 3 Woods, 222: 869.
Louisville v. Cumberland Tel. & T. Co., C. C. A., 155 Fed. 725, 12 Ann. Cas. 500: 69.
Louisville Banking Co., *Re*, C. C. A., 158 Fed. 403: 2249.
Louisville, C. & C. R. Co. v. Letson, 2 How. (U. S.), 497, 11 L. ed. 353: 100, 133.
Louisville, E. & St. L. R. Co. v. Wilson, 138 U. S. 501, 505, 34 L. ed. 1023, 1025: 967, 2446, 2459.
Louisville, Evansville &c. R. Co. v. S. P. Meyer et al., C. C. D. Ky., Barr, J., aff'd by divided court, 30 L. ed. 689: 1431.
Louisville & Nashville R. R. Co. v. Behlmer, 169 U. S. 644, 648, 42 L. ed. 889, 890: 2558.
v. Bitterman, C. C. A., 144 Fed. Fed. 34: 38, 50, 51.
v. Bitterman, 207 U. S. 205, 52 L. ed. 171: 51.
v. Commonwealth, 99 Ky. 132, 33 L.R.A. 209, 59 Am. St. Rep. 457: 1478.
v. Dickerson, C. C. A., 191 Fed. 705, 712: 1295, 1296.
v. Fisher, C. C. A., 11 L.R.A. (N.S.) 926, 155 Fed. 68: 196.
v. F. W. Cook Brewing Co., 223 U. S. 70, 56 L. ed. 355: 549.
Louisville & N. R. R. Co. v. F. W. Cook Brewing Co., C. C. A., 172 Fed. 117: 549.
v. Ida. 114 U. S. 52, 5 Sup. Ct. 735, 29 L. ed. 63: 1783, 1792, 1803.
v. McClish, C. C. A., 115 Fed. 268: 2477.
Melton, 218 U. S. 36, 54 L. ed. 921: 2372.
v. Memphis G. L. Co., C. C. A., 125 Fed. 97: 973.
v. Mottley, 211 U. S. 149, 53 L. ed. 126: 62.
v. Palmes, 109 U. S. 244, 252, 27 L. ed. 922, 924: 1177, 1179.
v. Railroad Commission of Alabama, 191 Fed. 757: 395, 396.
v. Roehling, 11 Ill. App. (11 Bardw.), 264: 1901.
v. Siler, 186 Fed. 176: 2481.
v. Smith, C. C. A., 128 Fed. 1, 63 C. C. A. 1: 26, 51, 475, 505, 1178.
v. Smith, H. & Co., 204 U. S. 551, 51 L. ed. 612: 2405.
v. Vincent, 95 S. W. 179, 116 Tenn. 317: 1786.
v. Wangelin, 132 U. S. 599, 10 Sup. Ct. 203, 33 L. ed. 473: 1792.
v. Womack, C. C. A., 173 Fed. 752, 97.C. C. A., 566: 1555
v. Woodson, 134 U. S. 614, 621, 33 L. ed. 1032, 1034: 1556.
v. Wright, 190 Fed. 252: 781, 786.
Louisville, New Albany & Chicago R. R. Co. v. Cauble, 46 Ind. 277, 280: 165.
v. Louisville Trust Co., 78 Fed. 659: 2384.
v. Louisville Trust Co., 174 U. S. 552, 43 L. ed. 1081, 19 S. Ct. 817, 75 Fe.d 433, 22 C. C. A. 378: 99, 135, 136, 1902.
v. Pope, C. C. A., 74 Fed. 1: 2379, 2451, 2486.
Louisville, N. O. & T. Ry. Co. v. Mississippi, 133 U. S. 587, 33 L. ed. 784: 1197.
Louisville, &c., R. Co. v. Balch, 105 Fed. 996: 1993.
Louisville, etc., R. Co. v. Balch, 105 Ind. 93, 4 N. E. 288: 790.

[References are to pages.]

Louisville Pub. W. Co. v. Collector, 49 Fed. 561: 313, 2410.
v. Knott, C. C. A., 130 Fed. 820: 156.
Louisville Tr. Co. v. Cincinnati, C. C. A., 76 Fed. 296, 318: 1056.
v. Cincinnati I. P. Ry. Co., 78 Fed. 307: 1013.
v. Comingor, 181 U. S. 620, 45 L. ed. 1031; 184 U. S. 18, 46 L. ed. 413: 2296.
v. Comingor, 184 U. S. 18, 46 L. ed. 413, 7 Am. B. R. 421, 22 Sup. Ct. 293: 2031, 2112, 2114, 2214, 2329.
v. Knott, 191 U. S. 225, 48 L. ed. 159: 153, 2361, 2364.
v. Louisville, New Albany & C. Ry. Co., 174 U. S. 674, 687–689, 43 L. ed. 1130, 1135, 1136: 808, 827, 835, 837, 841, 843, 844, 1249, 1250.
v. Stockton, C. C. A., 72 Fed. 1: 2467.
v. Stone, C. C. A., 107 Fed. 305, 309, 310: 67.
Louisville Underwriters, *Re*, 134 U. S. 488, 493, 33 L. ed. 991, 994: 188, 1425, 1945.
Loung June, *Ex parte*, 160 Fed. 251: 1500.
Loung June alais Leong Jun, *Ex parte*, 160 Fed. 251: 2419, 2420.
Lousada v. Templer, 2 Russ. 565: 723.
Love v. Atchison, T. & S. F. Ry. Co., C. C. A., 185 Fed. 321: 398, 900, 911, 913, 935.
v. Baker, 1 Ch. Cas. 67: 853.
v. Busch, C. C. A., 142 Fed. 429, 431: 2463, 2503, 2510.
v. Export Storage Co., C. C. A., 143 Fed. 1, 11: 2286, 2452.
v. Louisville & E. R. Co., 178 Fed. 507: 1013.
Lovejoy v. Murray, 3 Wall. 1, 11, 18 L. ed. 129, 132: 1601.
v. U. S., 128 U. S. 171, 32 L. ed. 389: 1550, 1551, 1557.
v. Washburne, Fed. Cas. No. 8,550 (1 Biss. 416): 101.
Lovell v. Cragin, 136 U. S. 130, 141, 34 L. ed. 372, 375: 53, 2440.
v. Latham & Co., 186 Fed. 602: 690, 691, 701, 761.
Lovell v. Newman, 227 U. S. 412, 57 L. ed. —: 2036.
Lovell McConnell Mfg. Co. v. International Automobile League, C. C. A., 199 Fed. 989: 2465.
v. Automobile S. Mfg. Co., 193 Fed. 658, 659, 663: 535, 856, 878, 897.
v. Waite Auto Supply Co., 198 Fed. 130: 488.
Loveland, *Re*, 192 Fed. 1005: 2161.
Re, C. C. A., 200 Fed. 136: 136: 2111.
Loveless v. Ransom, C. C. A., 107 Fed. 626: 2448, 2450.
v. Southern Grocer Co., C. C. A., 159 Fed. 415: 2112.
Loveridge v. Larned, 7 Fed. 294: 1282.
Lovering v. U. S., 117 Fed. 565: 1314, 1320.
Lovett v. Prentice, 44 Fed. 459: 44.
Lovin v. Hicks, 116 Minn. 179, 133 N. W. 575: 576.
Loving, Matter of, 224 U. S. 183, 56 L. ed. 725: 2282.
Lovrein v. Thompson, 1 Sprague, 355, Fed. Cas. No. 8,557: 2008.
Low v. Blackford, C. C. A., 87 Fed. 392: 1244, 1268.
v. Durfee, 5 Fed. 256: 1541, 1542.
v. Hand, 1 Wall. Jr. 345: 915.
v. U. S., C. C. A., 169 Fed. 86: 1731, 1732.
Low Wah Suey v. Backus, 225 U. S. 460, 472, 56 L. ed. 1165, 1169: 1475, 1498, 1499, 1500, 1509.
Lowden v. Blakey, 23 Q. B. D. 332: 1126.
Lowdon v. U. S., C. C. A., 149 Fed. 673: 1709, 1710.
Lowe v. Farlie, 2 Madd. 101: 717.
v. Lowe, 1 Tenn. Ch. 515: 1030.
v. Richardson, 3 Madd. 277: 564.
v. The Benjamin, 1 Wall. Jr. 487: 1278.
v. Williams, 94 U. S. 650, 24 L. ed. 216: 1827.
Lowell v. International Tr. Co., C. C. A., 158 Fed. 781: 2171.
v. Lewis, 1 Mason, 182: 675.
Lowell Mfg. Co. v. Whital, 71 Fed. 515: 1282.
Lowenfeld v. Curtis, 72 Fed. 105: 923.
Lowenstein, *Re*, 106 Fed. 51: 2251.

[References are to pages.]

Lowenstein v. Evans, 69 Fed. 908: 391.
v. Glidewell, 5 Dill. 325, 589, 704, 705, 706.
v. McShane Mfg. Co., 130 Fed. 1007, 12 Am. B. R. 601: 2058, 2061, 2072.
Lowlands, The, 147 Fed. 986: 1955.
Lownsdale v. Gray's Harbor Room Co., 117 Fed. 983: 140, 472, 1841.
Lowndes v. Bettle, 33 L. J. Ch. 461: 868.
Lowrey v. Kusworm, 66 Fed. 539: 1090, 1139, 1161.
Lowry v. Chicago, B. & Q. R. Co., 46 Fed. 83: 65, 67, 1902, 1921.
v. Tile M. & G. Ass'n, 98 Fed. 817: 611.
Lowther v. Andover, 1 Bro. C. C. 396: 1264.
Loy v. Alston, C. C. A., 172 Fed. 90: 143, 144, 322, 1270, 2491.
Lozano v. Wehmer, 22 Fed. 755: 54.
L. & P. Co. v. Lahey, 121 Ala. 131: 516.
L. Rudnick & Co., *Re*, C. C. A., 160 Fed. 903: 2114.
Lubiere v. Genou, 2 Ves. Sen. 579: 706.
Lublin v. Stewart H. & M. Co., 75 Fed. 294: 678.
Lucas v. Brooks, 18 Wall. 436, 21 L. ed. 779: 1088, 1089.
v. Commerford (1790) 3 Bro. Ch. 166: 319.
v. Lucas, 13 Ves. 274: 686.
Lucille, The, 19 Wall. 73, 22 L. ed. 64: 1982, 2432.
Lucius, *Re*, 124 Fed. 455; 2024.
Lucius v. Cawthon-Coleman Co., 196 U. S. 149, 49 L. ed. 425: 2364.
Luckenbach v. Delaware, L. & W. R. Co., 168 Fed. 560: 1973.
Luckenbaek, The, 26 Fed. 870: 1995.
Lucker v. Phœnix Assur. Co., 66 Fed. 161: 1881, 1924.
v. Phœnix Assur. Co., 67 Fed. 18: 1128, 1129, 1163.
Luckhardt, *Re*, 101 Fed. 807: 2048, 2049.
Ludington Novelty Co. v. Leonard, C. C. A., 27 Fed. 155, 157, 62 C. C. A., 269: 1219, 1223.
Ludlow v. Kidd, 3 Ohio, 541: 1405.
Ludlow's Heirs v. Kidd's Heirs, 3 Ohio (3 Ham.), 48: 101.
Ludvigue v. Am. Woolen Co., 176 Fed. 145: 277.
Ludwig v. Western Union Tel. Co., 216 U. S. 146, 152: 853.
Lui Lum v. U. S., C. C. A., 166 Fed. 106: 1516.
Lukas v. Milliken, 139 Fed. 816: 117.
Lull v. Clark, 20 Fed. 454: 1218, 1229.
Lum Yan v. U. S., C. C. A., 193 Fed. 970: 1097.
Lumbrozo v. White, 1 Dick, 150: 1083.
Luminary, The, 8 Wheat. 407, 5 L. ed. 647: 1080.
Lumley v. Wabash Ry. Co., 71 Fed. 21: 514, 1055.
v. Wabash, C. C. A., 76 Fed. 66, 69: 1055.
v. Wagner, 1 De G., M. & G. 604: 889.
Lund v. Chicago, R. I. & P. Ry. Co., 78 Fed. 385: 81.
Lundberg v. Albany & R. I. & S. Co., 32 Fed. 501: 1553.
Lung Chung v. No. Pac. Ry. Co., 19 Fed. 254, 257: 1427.
Lung Foot, *Ex parte*, 174 Fed. 70: 2419, 2420.
Lung Wing Wun, *Ex parte*, 161 Fed. 211: 2419.
Lunt v. Davison, 104 Mass. 498: 1464.
Lupton v. Stephenson, 11 Ir. Eq. 484: 1023.
Luscom v. Osgood, 1 Sprague, 82, Fed. Cas. No. 8,608: 2008.
Luse v. U. S., 35 Ct. Cl. 164: 2302.
Lusk v. Bush, C. C. A., 199 Fed. 369: 631, 718.
Lutcher & Moore Lumber Co. v. Knight, 217 U. S. 257, 54 L. ed. 757: 2416, 2418, 2558.
v. U. S., 157 U. S. 427, 39 L. ed. 759: 2366.
Luten v. Rhoads & Knisely, 194 Fed. 169: 1285.
v. Sharp, 200 Fed. 151: 534.
Luther v. The Merritt Hunt, 1 Newb. Adm. 4, 1143, 1149.
Lutterel's Case, cited Prec. Ch. 50: 358, 865.

[References are to pages.]

Luxton v. North River Br. Co., 147 U. S. 337, 340, 37 L. ed. 194, 195: 1611, 1612, 1613, 2424, 2425.
v. Stephens, 3 P. Wms. 373: 1284.
L. W. Day & Co., *Re*, C. C. A., 175 Fed. 1022: 2495.
Re, C. C. A., 178 Fed. 545: 2144, 2146, 2147.
Lyddy v. Gano, 26 Fed. 177: 1791.
Lydia Cotton Mills v. Prairie Cotton Co., C. C. A., 156 Fed. 225: 2548.
Lyell v. Goodwin, 4 McLean, 29: 604.
v. Kennedy, 27 Ch. D. 1, 28: 1126.
Lyle v. National Home for Disabled Volunteer Soldiers, 170 Fed. 842: 364.
Lyman, *Re*, 55 Fed. 29: 20, 1356.
Lyman v. Kansas C. & A. R. Co., 101 Fed. 636: 1059.
Lyman V. & R. Co. v. Southard, 12 Blatchf. 405: 1339.
Lynch v. Bronson, 160 Fed. 139: 2206.
v. Bronson, 177 Fed. 605: 2034.
v. Burt, C. C. A., 132 Fed. 417: 1263.
v. Walsh, 11 N. Y. Civ. Proc. 446: 789.
Lynde v. Columbus, C. & K. Ry. Co., 57 Fed. 993, 996: 208, 210, 658, 1261, 1388.
Lynn v. Polk, 76 Tenn. 121, 123, 125: 396.
Lynn Camp Coal Co., *Re*, 168 Fed. 998: 2178.
Lyon v. Donaldson, 34 Fed. 789: 1273.
v. Manhattan Ry. Co., 112 N. Y. 298, 25 L.R.A. 402: 1163.
v. Marine, C. C. A., 55 Fed. 964: 1057.
v. Talmage, 14 J. (N. Y.), 501: 1275.
Lyons v. Bank of Discount, 154 Fed. 391: 80, 94.
v. Wilkins, (1899) 1 Ch. 255: 870.
Lyons Beet Sugar Refining Co., *Re*, 192 Fed. 445: 2201.
Lyon County v. Keene Five Cent Sav. Bank, 100 Fed. 337, 40 C. C. A., 391: 201.
Lyster v. Stickney, 12 Fed. 609, 610: 726, 1167, 1168.
Lytle, *Re*, 3 Paige Ch. (N. Y.), 251: 1087.

M.

Maaget, *Re*, 173 Fed. 232: 2095.
Maas v. Longstorf, C. C. A., 166 Fed. 41: 2427, 2432.
Mabey, The, 10 Wall. 419, 19 L. ed. 963: 2531, 2537.
Mabon v. Ongley El. Co., 156 N. Y. 196: 951.
MacAdam v. Scudder, 127 Mo. 345, 30 S. W. 168: 788.
MacArdell v. Olcott, 189 N. Y. 368: 559.
Macartney v. U. S., 5 App. D. C. 122: 1109.
Macauley v. U. S., 11 Ct. Cl. 575: 2306, 2307, 2331.
v. White S. M. Co., 9 Fed. 698: 882.
MacDonald v. New York, etc., R. Co., 25 R. I. 40, 54 Atl. 795: 794.
v. Telft-Weller Co., C. C. A., 65 L.R.A. 106, 128 Fed. 381: 2047.
v. U. S., 63 Fed. 426: 1598.
MacDougall, *Re*, 175 Fed. 400: 2025, 2216.
Macfadden v. U. S., 213 U. S. 288: 2415.
Macfarland v. Brown, 187 U. S. 239, 47 L. ed. 159: 2424.
v. Byrnes, 187 U. S. 246, 47 L. ed. 162: 2424.
MacGinnis v. Boston & M. Consol. Copper & Silver Min. Co., 119 Fed. 96, 55 C. C. A. 648: 104, 1791, 1795, 1801, 1802.
Macgregor v. Macgregor, 9 Iowa, 65: 209.
Machin, *Re*, 128 Fed. 315: 2147, 2149.
Mack v. Jones, 31 Fed. 189, 196: 1039, 1367, 1905.
v. Levy, 60 Fed. 751: 664, 670.
v. Winslow, 59 Fed. 316: 170, 172, 175, 1535.
Mackall v. Casilear, 137 U. S. 556, 564, 34 L. ed. 776, 778: 482, 558.
v. Ratchford, 82 Fed. 11: 870.
v. Richards, 112 U. S. 369, 28 L. ed. 737: 2570.
v. Richards, 116 U. S. 45, 29 L. ed. 558: 2552, 2565, 2568, 2571.

[References are to pages.]

Mackay v. Fox, C. C. A., 121 Fed. 487: 2495.
v. Randolph Macon Coal Co., C. C. A., 178 Fed. 881: 421, 2203.
Mackay Tel. & Cable Co. v. City of Texarkana, Ark., 199 Fed. 347: 911, 912.
Mackaye v. Mallory, C. C. A., 79 Fed. 1: 1844, 2428.
v. Randolph Macon Coal Co., C. C. A., 178 Fed. 881:
Mackel v. Rochester, 135 Fed. 904: 2256.
Mackenzie, *Re*, 180 U. S. 536, 45 L. ed. 657: 2491.
v. Barrett, C. C. A., 144 Fed. 954: 1476, 1480.
v. Pease, C. C. A., 146 Fed. 743: 2372.
Macker v. Thomas, 7 Wheat. 530, 5 L. ed. 515: 738, 2451.
Macker's Heirs v. Thomas, 7 Wheaton, 530, 5 L. ed. 515: 747.
Mackreth v. Fox, 4 Bro. P. C. 258: 322.
Mackett v. Com'rs of Herne Bay, 24 W. R. 845: 904.
Mackey, *Re*, 110 Fed. 355: 2048, 2084.
v. Gabel, 117 Fed. 873: 444.
Mackin v. U. S., 117 U. S. 348, 29 L. ed. 909: 1478, 1659,
Mackintosh v. Flint & P. M. R. Co., 34 Fed. 582: 774.
Mackreth v. Nicholson, 19 Ves. 367: 577.
MacLeod v. Graven, C. C. A., 79 Fed. 84: 2377.
MacNaughton v. Southern Pac. C. R. Co., 19 Fed. 881: 1815.
Macon, D. & S. R. Co. v. Shailer, C. C. A., 141 Fed. 585: 177, 522.
Macon Grocery Co. v. Atlantic C. L. R. Co., 163 Fed. 736, 738: aff'd in 215 U. S. 501, 54 L. ed. 300: 58, 190, 550.
v. Beach, 156 Fed. 1009: 2067.
Macrum v. U. S., C. C. A., 154 Fed. 653: 856, 1613.
MacVeagh v. Denver C. W. W. Co., 85 Fed. 74: 632.
MacWilliam v. Connecticut Web Co., 119 Fed. 509: 1072.
Madden, Matter of, 148 N. Y. 136: 2515.
Madden v. Underwriting Pub. Co., 10 Misc. (N. Y.) 27: 788.
Maddox v. Thorn, 60 Fed. 217: 718, 723.
Maddux v. U. S., 20 Ct. Cl. 193: 2301.
Madgie, The, 31 Fed. 926: 1958, 1971.
Madisonville Traction Co. v. St. Bernard Min. Co., 130 Fed. 789: 1773, 1774.
Madison Tr. Co. v. St. Bernard Min. Co., 196 U. S. 239, 49 L. ed. 462: 860, 1774, 1908.
Maeder v. Buffalo Bill's Wild West Co., 132 Fed. 280: 347, 352, 516.
Meagher v. Minnesota Threshing Mfg. Co., 145 U. S. 608, 36 L. ed. 834: 2434.
Maffet v. Quine, 93 Fed. 347: 36.
v. Quine, 95 Fed. 199: 36.
Magann v. Segal, C. C. A., 92 Fed. 252: 2445.
Magee v. The Lyndhurst, 48 Fed. 830: 1964.
Magen, *Re*, 179 Fed. 572: 2125, 2132, 2140.
Magid Hope Silk Co., *Re*, 110 Fed. 352: 2087.
Magic R. Co. v. Elm City Co., 13 Blatch. 151: 488.
Maggie J. Smith, 123 U. S. 349, 31 L. ed. 175: 1959.
Maggie M., The, 33 Fed. 591: 1959.
Maginn v. Standard Equipment Co., C. C. A., 150 Fed. 139: 1270, 1392, 1395.
Magniac v. Thompson, 2 Wall. Jr. 209: 1178.
Magone v. Colorado Smelting & Min. Co., 135 Fed. 846: 1151.
Magruder v. Armes, 180 U. S. 496, 45 L. ed. 638: 2441.
Mahan v. U. S., 14 Wall. 109, 20 L. ed. 764: 2557.
Maher, *Re*, 144 Fed. 503: 2151, 2182.
v. Tower Hotel Co., 94 Fed. 225: 1804, 1816, 1867.
Mahin v. Pfieffer, 27 Fed. 892: 68.
Mahland, *Re*, 184 Fed. 743: 2179.
Mahler, *Re*, 105 Fed. 428: 2204.
v. Animarium Co., 129 Fed. 897: 1395.
Mahr v. Union Pac. R. Co., 140 Fed. 921: 608, 610, 611.
Mahon v. Justices, 127 U. S. 700, 32 L. ed. 283: 1483, 1507.
v. Somers, 112 Fed. 174: 1782.

[References are to pages.]

Mahoney v. New So. B. & L. Ass'n, 70 Fed. 513: 1816.
v. Ward, 100 Fed. 278: 2076.
Mahoney Mining Co. v. Bennett, 4 Shaw, 287: 1039.
v. Bennett, 5 Sawyer, 141: 1880, 1895.
Mahoning Valley Ry. Co. v. O'Hara, C. C. A., 196 Fed. 945: 472, 1173, 1593.
Mahopoulus v. Chicago, R. I. & Pac. Ry. Co., (W. D. Mo.), 167 Fed. 165: 124.
Mail & Exp. Co. v. Life Pub. Co., C. C. A., 192 Fed. 899: 1558.
Maimen v. Union Special Mach. Co., C. C. A., 165 Fed. 440: 530.
Main, The, v. Williams, 152 U. S. 122, 131, 38 L. ed. 381, 384, 14 Sup. Ct. 486.
Maine v. Gilman, 11 Fed. 214: 1790, 1901.
Mainwaring v. The Carrie Delap, 1 Fed. 880: 1971.
Mair v. Himalaya T. Co., L. R. 1 Eq. 411: 889.
Maish v. Bird, 48 Fed. 607: 1792.
Maitland v. Gibson, 79 Fed. 136: 143, 144, 324, 588, 1345.
v. The Atlantic, Newb. Adm. 514, 16 Fed. Cas. No. 8,980: 1935.
Ma-ka-ta-wah-qua-twa v. Rebok, 111 Fed. 12: 59, 96.
Maldonado, *Re*, 63 Fed. 825: 1479.
M'Aleer v. Lewis, 75 Fed. 734: 660.
Malino, *Re*, 118 Fed. 368: 2145.
Malins, V. C., In *re* Westbrook's Trusts, L. R. 11 Eq. 252: 810.
Mallack v. Galton, 3 P. Wms. 352: 1264.
Mallett v. North Carolina, 181 U. S. 589, 592, 45 L. ed. 1015, 1017: 2405.
Mallory v. Virginia Hot Springs Co., New York Supreme Court (Kings County, Sp. Tm.) N. Y. L. J. February 13, 1913: 586.
Mallory Mfg. Co. v. Fox, 20 Fed. 409: 1045, 1353.
Mallow v. Hinde, 12 Wheat. 193, 6 L. ed. 599: 434, 438, 444, 457.
Malloy v. American Hide & Leather Co., 148 Fed. 482: 346, 1769.
Malone v. Richmond & D. R. Co., 35 Fed. 625: 1865, 1867.
v. U. S., 5 Ct. Cl. 486: 2306.
Maloy v. Duden, 25 Fed. 673: 131, 1824, 1920.
Maltz v. American Express Co., Fed. Cas. No. 9,002 (1 Flippin, 611): 141.
Mammoth Min. Co. v. Salt Lake F. & M. Co., 151 U. S. 447, 38 L. ed. 229: 2361, 2558.
Mammoth Pine Lumber Co., *Re*, 116 Fed. 731: 2155, 2264, 2266, 2267, 2269.
Manaton v. Molesworth, 1 Eden, 18, 25: 1408.
Manning v. Berdan, 132 Fed. 382: 588, 597.
Manby v. Robinson, L. R. 4 Ch. App. 347: 566.
Manchester v. Mass., 139 U. S. 240–262, 35 L. ed. 159–166: 1616.
Manchester, *Ex parte*, 5 Cal. 237: 1644.
Manchester F. A. Co. v. Stockton C. H. & A. Works, 38 Fed. 378: 1116.
Manchester Fire Ins. Co. v. Herriott, 91 Fed. 711, 716: 394.
Mandatory Injunctions, by Judge Jacob Klein, 12 Harv. Law Rev. 95: 900, 901.
Manderson, *Re*, C. C. A., 51 Fed. 501: 1056.
Mandeville v. Holey, 1 Pet. 136, 7 L. ed. 85: 2552.
v. Riggs, 2 Pet. 482, 7 L. ed. 493: 427, 2509.
v. Wilson, 5 Cranch, 15, 17, 3 L. ed. 23, 24: 2554.
Mangan, *Re*, 133 Fed. 1000: 2149.
Mangels v. Donau B. Co., 53 Fed. 513: 98, 99, 100, 101, 122, 426, 822.
Manhattan Co. v. Evertson, 4 Paige (N. Y.) 276: 1215.
Manhattan Tr. Co. v. Chicago El. Traction Co., 188 Fed. 1006: 687, 780, 783, 784, 1012.
v. Sioux City C. Co., 76 Fed. 658: 959.
v. Sioux City & N. R. Co., 81 Fed. 50: 1009.
v. Sioux City & N. R. Co., 102 Fed. 710: 663, 838, 966.
Manhattan Ice Co., *Re*, 114 Fed. 399, 7 Am. B. R. 408: 2060.

[References are to pages.]

Manhattan L. Ins. Co. v. Broughton, 109 U. S. 121, 27 L. ed. 878: 1174.
Manhattan I. W. Co. v. French, 12 Abb. N. Cas. (N. Y.) 446: 869.
Manitoba, The, 122 U. S. 97, 30 L. ed. 1095, 7 Sup. Ct. 1158: 2000.
Manitowoc Malting Co. v. Fuechtwanger, 169 Fed. 983: 732.
Manley v. Mickle, 37 Atl. 738: 691.
Mann v. Dempster, C. C. A., 181 Fed. 76: 1553, 1590, 1599, 2529, 2543.
v. Gaddie, C. C. A., 158 Fed. 42, 47: 1043.
v. King, 18 Ves. 297: 801.
Manners v. Rowley, 10 Simons, 470: 497.
Manning, *Re*, 44 Fed. 275: 1369, 1372, 1377, 1378, 1632.
v. Amy, 140 U. S. 137, 35 L. ed. 386: 1824, 1834.
v. German Ins. Co., C. C. A., 107 Fed. 52: 2424.
v. Mercantile Trust Co., 37 Misc. (N. Y.) 215, 75 N. Y. Supp. 168: 842.
v. Weeks, 139 U. S. 504, 35 L. ed. 264: 817.
Mannington v. Hocking Valley Ry. Co., 183 Fed. 133: 58, 1904.
Manigault v. Springs, 199 U. S. 473, 485, 50 L. ed. 274, 280: 371.
Manley v. Olney, 32 Fed. 708: 1762, 1763.
v. Mickle, 55 N. J. Eq. 567, 37 Atl. 738: 625.
Manigault v. S. M. Ward & Co., 123 Fed. 707: 65.
Manistee Watch Co., *Re*, 197 Fed. 455: 2216.
Manitowoc Malting Co. v. Fuechtwanger, 169 Fed. 983: 716.
v. Fuechtwanger, 169 Fed. 983: 716, 1426.
Mankato v. Barber Asphalt Paving Co., C. C. A., 142 Fed. 329: 636.
Mansaton v. Molesworth, 1 Eden; 26, note b: 558.
Mansfield, C. & L. M. Ry. Co. v. Swan, 111 U. S. 379, 28 L. ed. 462: 1173, 1289, 1836, 1910, 1912, 1925.
Manson v. Williams, 213 U. S. 453, 53 L. ed. 869: 653.
Mansur v. Dupree, C. C. A., 150 Fed. 329: 2216.
Manufacturing Co. v. Bradley, 105 U. S. 175, 26 L. ed. 1034: 204, 340, 442.
v. Saliers, 6 Cent. L. J. 82: 1320.
v. U. S., 17 Wall. 592, 21 L. ed. 715: 2311.
Manufacturers' Commercial Co. v. Brown Alaska Co., 148 Fed. 308, 313: 1788, 1793, 1799.
Many, *Ex parte*, 14 How. 24, 14 L. ed. 311: 1448.
v. Beekman Iron Co., 9 Paige (N. Y.) 189: 404.
v. Sizer, 1 Fish. Pat. Cas. 31: 874.
Maples, *Re*, 105 Fed. 919: Leicester v. Hoadley, 66 Kansas, 172, 65 L.R.A. 523: 2078, 2257.
Marble Products Co., *Re*, 199 Fed. 668: 2215.
Marbury v. Madison, 1 Cranch, 137, 2 L. ed. 60: 1445.
March v. Romare, 114 Fed. 200: 777.
v. Romare, C. C. A., 116 Fed. 355: 768.
Marchand v. Livandais, 127 U. S. 775, 32 L. ed. 324: 2451, 2452.
v. Frellsen, 105 U. S. 423, 26 L. ed. 1057: 2493.
Marckwald v. Oceanic Steam Nav. Co. (New York), 11 Hun, 462: 1890.
Marcus, *Re*, 192 Fed. 743: 2248, 2249.
C. C. A., 203 Fed. 29: 2249.
Marden v. Campbell Printing-Press & Mfg. Co., C. C. A., 67 Fed. 809: 1043, 2473.
Mare v. Malachy, 1 M. & C. 559: 407.
Maretzek v. Cauldwell, 2 Robertson (N. Y.) 715: 790.
Margolies, *Re*, 191 Fed. 369: 2146, 2147, 2148, 2149.
181 Fed. 591: 2251.
Marconi Wireless Tel. Co. v. New England Nev. Co., 191 Fed. 194: 531.
Marcus, *Re*, 160 Fed. 229: 2139.
Maria & Elizabeth, The, 12 Fed. 627, 630: 1194, 1998, 2002, 2004.
Marion Phosphate Co. v. Cummer, C. C. A., 60 Fed. 873: 1589.

[References are to pages.]

Maricopa & P. R. Co. v. Territory of Arizona, 156 U. S. 347, 39 L. ed. 447: 2438.
Marin v. Lalley, 17 Wall. 14, 21 L. ed. 596: 2357, 2428.
Marine v. Lyon, C. C. A., 62 Fed. 153: 1280.
v. Lyon, C. C. A., 65 Fed. 992: 314.
Marine & Conveyor Co., *Re*, 91 Fed. 630: 2074, 2075.
Marine Bank v. Fulton Bank, 2 Wall. 252, 17 L. ed. 785: 2547.
Marine Ins. Co. v. Hodgson, 6 Cranch, 206, 3 L. ed. 200: 2554, 2566.
Marine Iron Works, *Re*, 159 Fed. 753: 2068.
Marine Iron Works v. Wiess, C. C. A., 148 Fed. 145: 1431.
Marine Mach. & C. Co., *Re*, 91 Fed. 630: 2043.
Marine & R. P. M. & Mfg. Co. v. Bradley, 105 U. S. 175, 26 L. ed. 1034: 499.
Marinette Sawmill Co. v. Scofield, C. C. A., 174 Fed. 562: 1562, 2553.
Marion Contract & Construction Co., *Re*, 166 Fed. 618: 2024, 2084, 2121, 2123.
Marion County School Dist. No. 73 v. Dudley, 28 Kan. 160: 795.
Marion Phosphate Co. v. Cummer, 60 Fed. 873: 1559, 1595.
v. Perry, 74 Fed. 425: 350, 741.
Market Co. v. Hoffman, 101 U. S. 112, 25 L. ed. 782: 44, 2442, 2443.
Markey v. Mut. Ben. L. Ins. Co., 6 Ins. L. J., 537: 340, 1118.
v. Markle, 4 J. Ch. 168: 401.
Marks, *Ex parte* C. C. A., 136 Fed. 168: 2566.
Marks, *Re* (E. D. Pa.) 176 Fed. 1018: 2118.
176 Fed. 1018: 2118.
v. Fox, 18 Fed. 713: 1232.
v. La Societe, 19 N. Y. Supp. 470: 604.
v. Marks, 75 Fed. 321: 126, 636.
v. No. Pac. R. Co., C. C. A., 76 Fed. R. 941: 2459.
Markwood v. Southern Ry. Co., 65 Fed. 817: 140.

Marlin Fire Arms Co. v. Shields, 171 N. Y. 384, 59 L.R.A. 310: 897.
Marmo, *Re*, 138 Fed. 201: 1519, 1523.
Marquand, *Re*, 57 Fed. 189: 314.
Marquardt v. French, 53 Fed. 603: 1938.
Marquez v. Frisbie, 101 U. S. 473, 475, 25 L. ed. 800, 801: 382.
Marquis Cholmondely v. Lord Clinton, 2 Jac. & W. 138: 407, 414.
v. Lord Clinton, Meriv. 71: 724, 1118.
Marrin, *Ex parte*, 164 Fed. 631: 1655, 1657, 1733.
Marriott v. Tarpley, 9 Sim. 279: 768.
Marrow, In *re*, Craig & Ph. 142: 814.
Marrs v. Felton, 102 Fed. 775: 95, 1803.
Marselis v. Morris & L. Co., 1 N. J. Eq. 31, 39: 493.
Marsh, *Re*, 51 Fed. 277: 1475.
v. Atlanta & F. R. Co., 53 Fed. 168: 1804, 1805.
v. Kenyon, 37 App. D. C. 574: 2153.
v. Nichols, 120 U. S. 598, 30 L. ed. 796: 2451, 2516.
v. Nichols S. S. Co., 140 U. S. 344, 35 L. ed. 413: 85.
v. Sibbald, 2 V. & B. 375: 1206.
Marshall v. Baltimore & O. R. Co., 16 Howard, 314, 14 L. ed. 953: 133, 138.
v. Bryant El. Co., C. C. A., 185 Fed. 499: 680, 855.
v. Holmes, 141 U. S. 589, 35 L. ed. 870: 48, 158, 1419, 1776, 1778, 1920, 1921.
v. Interoceanic, etc., Co., 1 Times Rep. 394: 794.
v. Mellersh, 5 Beav. 496: 797.
v. Otto, 59 Fed. 249, 255: 636, 656, 1041.
v. The Earnwell, 68 Fed. 228: 1962.
v. Turnbull, 34 Fed. 827: 511.
v. U. S., 21 Ct. Cl. 307: 2303.
v. U. S., C. C. A., 197 Fed. 511: 1675.
Marshall Field & Co. v. Wolf & Bro. Dry Goods Co., C. C. A., 120 Fed. 815: 2286.

[References are to pages.]

Marshall Field & Co. v. Wolf & Bros. Dry Goods Co., C. C. A., 120 Fed. 815: 2453.
Marshall Paper Co., *Re*, C. C. A., 102 Fed. 872: 2258.
Marsland v. The Yosemite, 18 Fed. 331: 2006.
Marstin v. McRae, Hempst. 688: 1146.
Marten v. Holbrook, 157 Fed. 716: 73, 75.
Martin, *Ex parte*, 180 Fed. 209: 1517.
5 Blatchf. 303: 1509.
Martin, *Re*, 5 Blatchf. 303: 1469, 1470, 1480, 1626, 1631.
105 Fed. 753: 2127.
C. C. A., 200 Fed. 940: 2179, 2181.
Martin v. Baltimore & Ohio R. Co., 41 Fed. 125: 1815.
v. Burford, 176 Fed. 554: 2469, 2503.
v. Carter, 48 Fed. 596: 1817, 1818, 1820.
v. City Water Co., 197 Fed. 462: 37, 1918.
v. Cole, 104 U. S. 30, 26 L. ed. 647: 1571.
v. Coons, 24 La. Ann. 169: 1862, 1866.
v. Fort, 83 Fed. 19: 415, 435.
v. Goode, 111 N. C. 288, 32 Am. St. Rep. 799: 27.
v. Hazard P. Co., 93 U. S. 302, 23 L. ed. 885: 2484, 2485.
v. Hulen & Co., 149 Fed. 982, 79 C. C. A., 492, 17 Am. B. R. 510: 2179.
v. Hunter, 1 Wheat. 304, 355, 4 L. ed. 97, 110: 2398, 2479, 2569, 2570.
v. Kanouse, Fed. Cas. No. 9,162 (1 Blatchf. 149): 1896.
v. Marks, 97 U. S. 345, 24 L. ed. 940: 2548.
v. Peoples' Bank, 115 Fed. 226: 669, 2564.
v. Snyder, 148 U. S. 663: 1758, 1812, 1839, 1840, 1925.
v. State, 79 Wis. 165, 48 N. W. 119: 12 Cyc. 360: 1710.
v. St. Louis Southwestern Ry. Co. of Texas, 134 Fed. 134: 81.
v. Thompson (South Carolina), 3 McCord. 167: 1902.
v. Wabash R. Co., C. C. A., 142 Fed. 650: 740.
Martin Borgeson Co., *Re*, 151 Fed. 780: 2271, 2272.
Martinetti v. Maguire, 1 Deady, 216, 223: 886.
Martinez v. International Banking Corporation, 220 U. S. 214, 55 L. ed. 438: 2440, 2422.
Martinius v. Helmuth, 2 V. & B. 412, note: 1284.
v. Helmuth, G. Cooper, 248: 566, 589.
Martin's Adm'r v. Baltimore & O. R. Co., 151 U. S. 673, 38 L. ed. 311: 139, 761, 1815, 1816, 2360, 2507.
Marthinson v. King, C. C. A., 150 Fed. 48: 1281, 1283.
Martinton v. Fairbanks, 112 U. S. 670, 28 L. ed. 862: 2359.
Marvel Co. v. Pearl, 114 Fed. 946: 922.
Marvin, *Re*, 1 Dillon, 178: 2047.
v. C. Aultman & Co., 46 Fed. 338, 339: 1162, 1428, 1432.
v. Ellis, 9 Fed. 367: 101, 705.
v. U. S., 44 Fed. 405: 1308, 1310.
Marx v. Egner, 180 U. S. 314, 45 L. ed. 547: 598.
Marx v. Hanthorn, 148 U. S. 172, 37 L. ed. 410: 592.
Marx & Haas Jeans Clothing Co. v. Watson (Mo.), 56 L.R.A. 951: 871.
Marye v. Parsons, 114 U. S. 325, 29 L. ed. 205: 329, 894.
v. Strouse, 6 Sawyer, 204: 799.
Maryland v. Baldwin, 112 U. S. 490, 28 L. ed. 822: 97, 109, 111.
Maryland Tr. Co. v. Kirby Lumber Co., 149 Fed. 443: 1152.
Mary, The, 8 Cranch, 388, 3 L. ed. 599: 2536.
Marys, The, Two, 12 Fed. 152: 1957.
Massa v. Cutting, 30 Fed. 1: 42.
Massachusetts, *Re*, 197 U. S. 482, 49 L. ed. 845: 6.
Massachusetts, *Re*, 197 U. S. 482, 49 L. ed. 222: 1442, 1443, 1445, 2295.
Massachusetts v. Rhode Island, 12 Pet. 755, 9 L. ed. 1272: 4, 7.
Massachusetts B. L. Assn v. Lohmiller, 74 Fed. 23: 348, 618, 1418.
Mass. Ben. L. Ass'n v. Miles, 137 U. S. 689, 33 L. ed. 667: 2439.

[References are to pages.]

Mass. Mut. L. I. Co. v. Chicago & A. R. Co., 13 Fed. 857: 638.
Massachusetts & S. Const. Co. v. Tp. of Cherokee, 42 Fed. 750: 2486.
v. Cane Creek Tp., 155 U. S. 283, 39 L. ed. 152: 116, 434.
v. Tp. of Gill's Creek, 48 Fed. 145: 1337.
Masseth v. Johnston, 59 Fed. 613: 1094.
Massie v. Buck, C. C. A., 128 Fed. 27: 859.
v. Donaldson, 8 Ohio, 377: 617.
v. Graham, 3 McLean, 41: 1393, 1403, 1404, 1407, 1409, 1410.
v. Watts, 6 Cranch, 148, 3 L. ed. 181: 316, 854.
Mason, *Ex parte*, 105 U. S. 699, 26 L. ed. 1213: 1507.
Mason, *Re*, 43 Fed. 510: 1355.
Re, 99 Fed. 256: 2041.
Re, 181 Fed. 899: 2263.
v. Bogg, 2 Myl. & Cr. 443: 424.
v. Codwise, 6 J. Ch. (N. Y.) 183: 1332.
v. Crosby, 3 W. & M. 258: 1233.
v. Daly, 117 Mass. 403: James v. City Investing Co., 188 Fed. 513: 485, 789.
v. Dullingham, 82 Fed. 689: 99.
v. Gardiner, 4 Brown. C. C. 436: 554.
v. Hartford, P. & F. R. Co., 10 Fed. 334: 708.
v. Hartford, P. & F. Ry. Co., 19 Fed. 53, 55: 360, 726, 727, 753, 755.
v. Hamilton, 5 Simons, 19: 567.
v. Herkimer County Bank, 163 Fed. 920: 2184.
v. Interstate Consol. St. Ry. Co., 170 Massachusetts, 382, 49 N. E. 645: 1865.
v. Jones, 1 Hayw. & H. 329: 627, 1121.
Mason's Case, 14 Ct. Cl. 59: 2323.
v. Lake, 2 Brown, P. C. 495: 1123.
v. Marine Ins. Co., C. C. A., 54 L.R.A. 700, 110 Fed. 452: 2002.
v. Mason, 46 Misc. (N. Y.) 361, 94 N. Y. Supp. 868, 34 Civ. Pro. R. 193: 699.
Mason v. Muncaster, 3 Cranch, C. C. 403: 1315.
v. National Herkimer County Bank, C. C. A., 172 Fed. 529, reversing 163 Fed. 920: 2177, 2207.
v. N. W. Ins. Co., 106 U. S. 163, 27 L. ed. 129: 1268.
v. N. Y. Steam Power Co., 87 Fed. 241: 578.
v. Pewabic Mining Co., 153 U. S. 361, 366, 38 L. ed. 745: 968, 1338.
v. Ring, 10 Bosw. (N. Y.) 598: 794.
v. Rollins, 2 Biss. 99: 894.
v. Smith, C. C. A., 191 Fed. 502: 1561, 2554.
v. U. S., 136 U. S. 581, 34 L. ed. 545: 2450, 2455.
v. Wolkowich, C. C. A., 10 L.R.A.(N.S.) 765, 150 Fed. 699: 2107, 2290.
Mast, Foos & Co. v. Stover Mfg. Co., 177 U. S. 485, 488, 489, 44 L. ed. 856, 858: 876, 877, 1196.
Masten v. U. S. D. C. S. D. N. Y.: 1614.
Master Spencer, *Re*, C. C. A., 203 Fed. 210: 2092.
Master Hoffman in Williams v. Corwin, Hopkins Ch. 471: 620.
Master Horseshoers' Protective Ass'n v. Quinlivan, 83 App. Div. (N. Y.), 459: 870.
Masterson v. Herndon, 10 Wall. 416, 19 L. ed. 953: 2448, 2449.
Mastin v. Chicago, R. I. & P. Ry. Co., 123 Fed. 827: 65.
Masterson v. Howard, 18 Wall. 99, 21 L. ed. 764: 622, 2552.
Matcalm v. Smith, 6 McLean, 416: 407.
Mather v. Coe, 92 Fed. 333: 2053, 2076, 2080, 2081, 2090.
v. Rillston, 156 U. S. 391, 39 L. ed. 464: 1939.
Mathews v. Columbia Nat. Bank, C. C. A., 100 Fed. 393: 2571.
v. Ironclad Mfg. Co., 19 Fed. 321: 806.
Mathews Slate Co. v. Mathews, 148 Fed. 490: 1921.
v. Warner, 112 U. S. 600, 28 L. ed. 851: 554.
v. Wayne Junction Tr. Co., 197 Fed. 237: 334.
1. 21.

[References are to pages.]

Mathis v. Railway Company, 53 S. S. 246, 257): 135.
v. Southern Ry. Co. (South Carolina), 31 S. E. 240: 136.
Matheson v. Hanna-Schoelkopf Co., 128 Fed. 162: 1299, 1296.
Mathieson Alkali Works v. Mathieson, C. C. A., 150 Fed. 241: 140, 472, 1840.
Mathieu v. Goldberg, 156 Fed. 541: 2257.
Mattingly v. Northwestern Virginia R. Co., 158 U. S. 53, 15 Sup. Ct. 725, 39 L. ed. 894: 1836.
Mathushek Piano Co. v. Pearce, 21 N. Y. Supp. 920: 793.
Matson, *Re*, 123 Fed. 743.
Matsumura v. Higgins, C. C. A., 187 Fed. 601: 2512.
Matteson v. Scofield, 27 Wis. 671: 1262.
Matthaei v. Galitzin, L. R. 18 Eq. 340: 1261.
Matthews, *Re*, 97 Fed. 772: 2263.
109 Fed. 603: 2128.
122 Fed. 248, 259: 1510.
132 Fed. 274: 2188.
v. Green, 19 Fed. 649: 324.
v. Hubbard, 47 N. Y. 428: 794.
Mathews v. Ironclad Mfg. Co., 19 Fed. 321: 910.
v. Lalance & G. Mfg. Co., 2 Fed. 232: 712.
v. Lyall, Fed. Cas. No. 9,285 (6 McLean, 13): 1884.
v. Offley, 3 Sumn. 115: 1074.
v. Puffer, 10 Fed. 606: 603, 605.
v. Tufts, 87 N. Y. 568: 603, 1106.
v. U. S., C. C. A., 192 Fed. 490: 1753.
v. Warner, 6 Fed. 461, 465: 345, 554.
v. Warner, 112 U. S. 600, 28 L. ed. 851: 345.
Mathews & W. Mfg. Co. v. Trenton L. Co., 73 Fed. 212: 404.
Mathew's Case, 35 Ct. Cl. 595: 2326.
Matthewson v. Stockdale, 12 Ves. 270: 885.
Mattley v. Giesler, C. C. A., 187 Fed. 970: 2175.
Mattley v. Wolfe, 175 Fed. 619: 2175, 2176.
Mattocks v. Tremain, 3 J. Ch. (N. Y.) 75, 76: 1048, 1049.
Mattoon v. Hinkley, 33 Ill. 208: 7885.
Mattoon Nat. Bank v. First Nat. Bank, C. C. A., 102 Fed. 728: 2090.
v. Reynolds, 62 Fed. 417: 1823.
Mauger v. Dick, 55 How. Pr. (N. Y.) 132: 896.
Maury v. Mason, 8 Porter (Ala.) 213, 228: 631.
v. Van Arnum, 1 Hill (N. Y.) 370: 1083.
Maury's Trustees v. Fitzwater, 88 Fed. 768: 1394.
Mauzy, *Re*, 163 Fed. 900: 2260.
Mawell v. Stewart, 22 Wall. 77, 22 L. ed. 564: 658.
Max Morris, The, 137 U. S. 1, 34 L. ed. 586: 1963.
Maxson, *Re*, 170 Fed. 356: 2218, 2222.
Maxwell v. Akin, 89 Fed. 178: 982.
v. Atchinson, T. & S. F. R. Co., 34 Fed. 286, 289: 582, 583.
v. A. T. & S. F. R. Co., 34 Fed. 286: 26, 29.
v. Federal Gold & Copper Co., C. C. A., 155 Fed. 110: 80.
Maxwell Land Grant Case, 122 U. S. 365, 30 L. ed. 1211: 2535.
v. Martin, 130 App. Div. (N. Y.) 80: 2254.
v. McDaniels, C. C. A., 184 Fed. 311: 324, 942, 943.
v. Wilmington Mfg. Co., 82 Fed. 214: 1031.
May, *Re*, 1 Fed. 737: 1358.
5 Am. B. R. 1, 2160.
v. Breed, 7 Cush. (Mass.) 15, 54 Am. Dec. 700: 654.
v. Juneau County, 137 U. S. 408, 34 L. ed. 729: 674.
v. Logan County, 30 Fed. 250: 739.
v. Le Claire, 18 Fed. 164: 2068.
v. State Nat. Bank, 59 Ark. 614, 28 S. W. 431: 1886.
v. St. John, 38 Fed. 770: 102.
May v. U. S., C. C. A., 199 Fed. 53, 61: 1097, 1692, 1697, 1713.
Mayberry v. Thompson, 5 How. 121, 12 L. ed. 78: 2422.
Maybury v. Louisville & J. F. Co., 60 Fed. 645: 514.
Mayer, *Re*, L. R. 3 P. & D. 39: 976.
Mayer, 98 Fed. 839, 3 Am. B. R. 533: 2114.

Mayer, C. C. A., 157 Fed. 836: 2097.
v. Cohrs, 188 Fed. 443: 2030.
v. Denver, T. & Ft. W. R. Co., 41 Fed. 723: 1911, 1916, 1917.
v. Foulkrod, 4 Wash. C. C. 349: 317.
v. Ft. Worth & D. C. R. Co. (S. D. N. Y.), 93 Fed. 601: 1815, 1817, 1818.
v. Journeymen S. C. Ass'n, 47 N. J. Eq. 519: 871.
v. Mayer, 29 N. Y. App. Div. 393, 51 N. Y. Supp. 1079: 792.
v. Walsh, 108 U. S. 17, 27 L. ed. 635: 2519.
Mayfield, *Re*, 141 U. S. 107, 116, 35 L. ed. 635, 638: 1381, 1477, 1509.
Mayhew v. West Va. O. & O. L. Co., 24 Fed. 205, 215: 1244, 1245.
Maytin v. Vela, 216 U. S. 598, 54 L. ed. 632: 2448.
Maynard v. Green, 30 Fed. 643: 771.
v. Hecht, 151 U. S. 324, 38 L. ed. 179: 2366.
v. Pomfret, 3 Atk. 468: 618.
Mayo Contracting Co., *Re*, 157 Fed. 469: 2189, 2193.
v. Dockery, 37 S. E. 62, 127 N. C. 1: 1880.
v. Dockery, 108 Fed. 897: 61, 1830, 1831.
Mayor v. Lord, 9 Wall. 409, 19 L. ed. 704: 1465.
Mayor, etc., of Baltimore v. Postal Tel. C. Co., 62 Fed. 500: 23, 29.
Mayor, etc., City of New York v. American Cable R. Co., C. C. A., 60 Fed. 1016: 1072.
Mayor, etc., of Helena v. U. S. ex rel. Helena Waterworks, C. C. A., 104 Fed. 113: 1463.
Mayor, etc., of Macon v. Ga. P. Co., C. C. A., 60 Fed. 781: 931.
Mayor, etc., of Savannah v. Holst, C. C. A., 132 Fed. 901: 69.
Mayor of London v. Bolt, 5 Ves. 129: 902.
v. Levy, 8 Ves. 398: 1117.
Mayor of N. Y. v. Miln, 9 Pet. 85, 9 L. ed. 60: 2527.
Mayor of York v. Pilkington, 1 Atk. 282, 284: 430, 504.
Mays, *Re*, 114 Fed. 600: 2214.
v. Newlin, 143 Fed. 574: 1816, 1831, 1890.
Maysville Street R. R. & Transfer Co. v. Marvin, C. C. A., 59 Fed. 91: 361, 1577.
Mazicka v. North & Judd Mfg. Co., 176 Fed. 747: 1921.
McAdams, *Re*, 98 Fed. 409: 2251.
McAleer v. Clay County, 42 Fed. 665: 1463.
McAllister v. Chesapeake & O Ry. Co., 198 Fed. 660, 669, 674: 1782, 1787, 1822.
v. Kuhn, 96 U. S. 87, 24 L. ed. 615: 2550, 2556.
McAllister-Newgord Co, *Re*, 193 Fed. 265: 2213.
v. U. S., 141 U. S. 174, 35 L. ed. 693: 0003.
McArdle, *Re*, 126 Fed. 442: 2160.
McArthur v. Kelly, 5 Ohio, 139: 894.
v. Scott, 113 U. S. 340, 395, 28 L. ed. 1015, 1032: 415, 426, 430, 435.
v. Williamson, 45 Fed. 154: 738.
McAtee v. Shade, C. C. A., 185 Fed. 442: 2175.
McAulay v. Moody, 185 Fed. 144: 123, 444.
McBratney v. Usher, 1 Dill. 367: 1880.
McBride of Board of Com'rs of Pierce County, 44 Fed. 17: 867.
v. Pierce County, 44 Fed. 17: 865.
McBryde, *Re*, 99 Fed. 686: 2219, 2251.
M'Cabe v. Atchison, T. & S. F. Ry. Co., C. C. A., 186 Fed. 966: 483.
v. Bellows, 1 Allen (Mass.) 269: 510.
v. Patton, C. C. A., 174 Fed. 217: 2206.
McCabe & Steam Constr. Co. v. Wilson, 209 U. S. 275, 52 L. ed. 788: 667.
McCahon, 235, 1 Kan. 627: Murphy v. East Portland, 12 Fed 308: 41.
McCain v. Des Moines, 174 U. S. 168, 43 L. ed. 936: 59, 75, 1174.

[References are to pages.]

McCain v. Des Moines, 84 Fed. 726: 75.
McCall, In re, C. C. A., 145 Fed. 898: 811, 2288, 2459, 2289.
McCall v. McDowell, 1 Abb. U. S. 212: 1503, 1504.
M'Call v. Towers, 1 Cranch, C. C. 41: 1154.
McCallon v. Waterman, Fed. Cas. No. 8,675 (1 Flip. 651): 1818.
McCallum, Re, 113 Fed. 393: 2025.
v. McCallum, 127 Fed. 768: 2197.
McCampbell v. Brown, 48 Fed. 795: 420.
McCandless v. Pratt, 211 U. S. 437, 53 L. ed. 271: 2371.
McCann, Re, 179 Fed. 575: 2251.
McCardle, Ex parte, 7 Wall. 506, 19 L. ed. 264: 2507.
McCardle, 7 Wall. 506: 2551.
McCargo v. Chapman, 20 How. 555, 15 L. ed. 1021: 2423.
McCall, Re, C. C. A., 145 Fed. 898: 2459.
McCarley v. McGhee, 108 Fed. 494: 2484.
McCarter v. Fireman's Ins. Co., 70 N. J. Eq. 291, 61 Atl. 705: 464.
McCartney, Re, 109 Fed. 621: 2223.
McCarthy, Re, 170 Fed. 859: 2241.
v. American Thread Co., 143 Fed. 678: 1278.
v. Bunker Hill & S. Min. & C. Co., et al., 147 Fed. 981: 912.
v. Bunker Hill & Sullivan Mining and Concentrating Co., C. C. A., 164 Fed. 927: 934.
v. Fitzgerald, (1909, Ca.) 2 Irish R. 445: 795.
McCarty v. The City of New Bedford, 4 Fed. 818: 2007.
v. Coffin, C. C. A., 150 Fed. 307: 2280, 2281.
v. Lehigh Valley R. Co., 160 U. S. 110, 120, 40 L. ed. 358, 362: 664.
v. N. Y., L. E. & W. R. Co., 62 Fed. 437: 361.
McCartney v. Earle, C. C. A., 115 Fed. 462: 93.
McCarville v. Boyle, 89 Wis. 651, 62 N. W. 517: 790.
McCauley, Re, 101 Fed. 223: 2256.
v. Kellogg, 2 Woods, 13: 901.
McChesney v. Illinois Cent. R. Co., 197 Fed. 85: 1755.
McChristal v. Clisbee, 190 Mass. 120, 3 L.R.A.(N.S.) 702: 2257.
McClaine v. Rankin, 197 U. S. 154, 49 L. ed. 702: 645.
McClane v. Boon, 6 Wall. 244, 98 L. ed. 835: 2574.
Adm'x v. Shepherd's Ex'x, 21 N. J. Eq. 76: 712.
McClaskey v. Barr, 42 Fed. 609, 617: 1573.
v. Barr, 45 Fed. 151: 575.
v. Barr, 48 Fed. 130, 132: 349.
v. Barr, 62 Fed. 209: 1576.
v. Barr, 79 Fed. 408: 1342.
McClaughry v. Deming, 186 U. S. 49, 46 L. ed. 1049: affirming C. C. A., 113 Fed. 639, 650: 1478.
McClean's Estate, Re, 26 Fed. 49: 121, 1802.
McClelan v. Pycatt, C. C. A., 49 Fed. 250: 2683.
McClellan v. Blackman, 188 Fed. 934: 836.
v. Carland, S. C., C. C. A., 187 Fed. 915: 161.
v. Carland, 217 U. S. 268, 54 L. ed. 762: 161, 1446, 1448.
v. Pycatt, C. C. A., 49 Fed. 259: 2482, 2495.
v. Pycatt, C. C. A., 50 Fed. 686: 1424, 2469, 2507.
McClelland v. McKane, 154 Fed. 164: 98.
McClintock v. City of Pawtucket, 180 Fed. 320: 1415.
McCloskey v. Barr, 38 Fed. 165: 511, 632, 651.
v. Du Bois, 8 Fed. 710, 712: 1057.
v. Pacific Coast Co., C. C. A., 22 L.R.A.(N.S.) 673, 160 Fed. 794: 264, 2547, 2551.
5 L. ed. 340: 1452, 1456.
McClung v. Silliman, 6 Wheat. 598,
McClure v. Adams, 76 Fed. 899: 407.
v. U. S., 116 U. S. 145, 29 L. ed. 572: 2303, 2385.
McClung v. Silliman, 3 Pet. 270, 277, 7 L. ed. 676, 678: 646.
McCollum v. Eager, 2 How. 61, 11 L. ed. 179: 2435.
McComb v. Chicago, St. L. & N. O. R. Co., 7 Fed. 426: 404.
v. Knox Co. 91 U. S. 1, 23 L. ed. 185: 2400, 2422.
McCord, Re, C. C. A., 174 Fed. 820: 2216.

[References are to pages.]

McCord v. Baltimore & O. R. Co., C. C. A., 187 Fed. 74; 1591.
Case, 9 Ct. Cl. 155: 2323.
McCormack v. Illinois Cent. Ry. Co., 100 Fed. 250: 1783.
McCormick, *Re*, 97 Fed. 566, 3 Am. B. R. 340: 2117.
v. Chamberlain, 11 Paige (N. Y.) 543: 625, 686.
v. Jerome, 3 Blatchf. 486: 914.
v. Humphrey, 27 Ind. 144: 1762.
v. Knox, 105 U. S. 122, 26 L. ed. 940: 1263.
v. Sullivant, 10 Wheat. 192, 199, 6 L. ed. 300, 302: 1478.
McCormick H. M. Co. v. Walthars, 134 U. S. 41, 33 L. ed. 833: 190, 191, 581, 1425.
McCorquodale v. Bell, (1876) W. N. 39: 1123, 1126.
v. State of Texas, 211 U. S. 432, 53 L. ed. 269: 2405.
McConnell, *Re*, 197 Fed. 438: 2167.
v. Provident Life Assur. Soc., 69 Fed. 113, 16 C. C. A. 172: 1899.
v. Dennis, C. C. A., 153 Fed. 547: 445.
McConihay v. Wright, 121 U. S. 201, 206, 30 L. ed. 932, 933: 340, 348.
McConologue's Case, 107 Mass. 154, 170: 1501.
McCosker v. Brady, 1 Barb. Ch. (N. Y.) 329: 939.
McCourt v. Singers-Bigger, C. C. A., 145 Fed. 103: 1332.
McConville v. Gilmour, 1 L.R.A. 498, 36 Fed. 277: 93.
McCown, *Ex parte*, 139 N. C. 95; 8 S. E. 957, 2 L.R.A.(N.S.) 603: 1370.
McCoy v. Cincinnati, L. St. L. & C. R. Co., 13 Fed. 3: 900.
v. Nelson, 121 U. S. 484, 30 L. ed. 1017: 525, 527.
v. Rhodes, 11 How. 131, 141, 13 L. ed. 634, 638: 441, 817.
McCrary v. Penn. Canal Co., 5 Fed. 367: 924, 929.
McCrea, *Re*, C. C. A., 161 Fed. 246: 2248.
v. McClenahan, 114 App. Div. (N. Y.), 70: 406.
McCracken & McLeod, *Re*, 129 Fed. 621: 2079, 2274.
McCreery Engineering Co. v. Massachusetts Fan Co., 180 Fed. 115: 393.
McCreery Realty Corporation v. Equitable Nat. Bank, 123 App. Div. (N. Y.) 358: 2564.
McCulla v. Beadleston, 17 R. I. 20, 26, 20 Atl. 11: 625.
McCullough v. Large, 20 Fed. 309: 1761, 1769, 1884.
v. Virginia, 172 U. S. 102, 43 L. ed. 382: 2407.
McCulloch v. Association Horlogerie Suisse, 45 Fed. 479: 982.
McCune v. Essig, C. C. A., 122 Fed. 588; 118 Fed. 273: 87.
McCutchen, *Re*, 100 Fed. 779: 2218, 2219.
McDaniel v. Stroud, C. C. A., 106 Fed. 486: 2196, 2286.
v. Traylor, 196 U. S. 415, 49 L. ed. 533, 123 Fed. 338: 48, 51.
McDavid Lumber Co., *Re*, 190 Fed. 97: 2212.
McDermott v. Hayes, 194 Fed. 902: 1533, 1535, 2428.
v. Strong, 4 J. Ch. (N. Y.) 687: 843.
McDonald v. Brown, 23 R. I. 546, 58 L.R.A. 768, 91 Am. St. Rep. 659: 2257.
v. Campbell, C. C. A., 151 Fed. 743: 2246.
v. Clearwater Shortline Ry. Co., 164 Fed. 1007: 2133, 2142.
v. Edmonds, 44 Cal. 328: 1070.
v. Hovey, 110 U. S. 619, 28 L. ed. 269: 2315.
v. Jordan, 178 U. S. 229: 1823.
v. Miller, 84 Fed. 344: 533.
v. Seligman, 81 Fed. 753: 837.
v. Hope Min. Co., 48 Fed. 593: 1816.
v. Hovey, 110 U. S. 619, 28 L. ed. 269: 2456.
v. State of Nebraska, 101 Fed. 171, 41 C. C. A. 278: 93.
v. Salem Capital Flour Mills Co., 31 Fed. 577, 12 Sawyer, 492: 126, 127, 632, 1915.
McDonald v. Seligmans, 81 Fed. 753: 144.
The, 4 Blatchf. 177: 1288.
v. Whitney, 39 Fed. 466: 1404.
Macdonnell, *Re*, 11 Blatchf. 79, 16 Fed. Cas. No. 8,771: 1634.

[References are to pages.]

McDonnell, *Re*, 101 Fed. 239: 2159.
v. Eaton, 18 Fed. 710: 447.
v. Jordan, 178 U. S. 229, 44 L. ed. 1048: 1771, 1823, 1824.
v. White, 11 H. L. C. 570: 978.
McDonogh v. Millaudon, 3 How. 693, 700, 11 L. ed. 787, 794: 2510.
McDowell v. Kurtz, C. C. A., 77 Fed. 206: 871.
McDuffie v. Montgomery, 128 Fed. 105: 122, 128.
McEldowney v. Card, 193 Fed. 475: 470, 612, 718, 734, 1170, 2028, 2033.
McElmurray v. Loomis, 31 Fed. 395: 121, 1772.
McElrath v. McIntosh, 1 Low R. (N. S.) 399: 895.
v. McIntosh, 1 H. & H. 348: 2323.
v. U. S., 12 Ct. Cl. 312: 2306.
v. U. S., 102 U. S. 426, 26 L. ed. 189: 377, 2306.
M'Elroy v. Kansas City, 21 Fed. 257, 262: 869.
McElroy v. U. S., 164 U. S. 76: 1676.
McElvain v. Hardesty, C. C. A., 169 Fed. 31: 2177.
McEvers v. Lawrence, Hoffman Ch. (N. Y.) 172: 996.
v. New York, 56 App. Div. 222: 666.
McElwee v. Metropolitan Lumber Co., C. C. A., 69 Fed. 302, 319, 16 C. C. A. 232: 1550.
McEwen v. Harriman Land Co., C. C. A., 138 Fed. 797, 808, 71 C. C. A. 163: 1036.
McFadden v. Heisen, C. C. A., 150 Fed. 568: 1167.
v. Mountain V. & M. M. Co., C. C. A., 97 Fed. 670: 2463.
v. Robinson, 22 Fed. 10, 10 Sawyer, 398: 58.
McFarland v. State Savings Bank, 129 Fed. 244: 618.
v. State Sav. Bank, 132 Fed. 399: 625.
McFaul v. Ramsey, 20 How. 523, 15 L. ed. 1010: 2554.
McFaun, *Re*, 96 Fed. 592: 2080.
McFarren v. Taylor, 3 Cranch, 281, 2 L. ed. 440: 320.
McGahan v. Anderson, C. C. A., 113 Fed. 115: 2025, 2219, 2291.
McGahey v. Virginia, 135 U. S. 662, 684, 34 L. ed. 304, 312: 391.
McGarrahan v. Mining Co., 96 U. S. 316, 323, 24 L. ed. 630, 635: 1070.
McGarvey v. Butte Miner Co., 199 Fed. 671: 1784.
McGee, *Re*, 105 Fed. 895, 5 Am. B. R. 262: 2067.
McGehee v. Cooke, 55 Misc. (N. Y.) 40, 105 N. Y. Supp. 60: 789.
v. Polk, 24 Ga. 406, 412: 1049.
McGeorge v. Bigstone Gap Imp. Co., 88 Fed. 599: 1280.
v. Bigstone Gap Imp. Co., 86 Fed. 599: 458.
McGill, *Re*, C. C. A., 106 Fed. 57: 2128, 2146.
McGillin v. Cladlin, 52 Fed. 657: 612.
McGilvra v. Ross, C. C. A., 164 Fed. 604: 2550.
McGinity v. White, Fed. Cas. No. 8,802: 53, 1789, 1811, 1901.
McGinnis v. The Grank Turk, 2 Pittsb. Rep. 326, Fed. Cas. No. 8,800: 2008.
McGirr v. Humphreys Grocery Co., 192 Fed. 55: 2184.
McGlashern v. U. S., 71 Fed. 434: 228, 1658.
McGoon v. Scales, 9 Wall. 23, 19 L. ed. 545: 1197.
McGovern v. Hope, 63 N. J. Law, 76, 42 Atl. 830: 1163.
McGourkey v. Toledo & Ohio Central Ry. Co., 146 U. S. 536, 36 L. ed. 1079: 963, 2428, 2434.
McGowan, *Re*, 134 Fed. 498: 2068, 2133.
v. U. S., 20 Ct. Cl. 147: 370.
McGowin v. Remington, 12 Pa. St. 56, 51 Am. Dec. 584: 891, 899
McGraw v. Mott, C. C. A., 179 Fed. 646: 344, 1044, 1236
McGregor v. McGillis, 30 Fed. 388: 1881, 1912, 1924.
v. U. S., 134 Fed. 187: 1704.
v. Vt. L. & Tr. Co., C. C. A., 104 Fed. 709: 1394.
McGuire v. Commonwealth, 3 Wall. 382, 18 L. ed. 164: 2401, 2514, 2515.
v. Great Northern Ry. Co., 153 Fed. 434: 1916, 1921.
v. Great Northern Ry. Co., 155 Fed. 230: 584.
McHenry v. Alford, 168 U. S. 651, 42 L. ed. 614: 2379, 2381.

[References are to pages.]

McHenry v. New York, P. & O. R. Co., 25 Fed. 65: 1781, 1816.
McInerney v. U. S., C. C. A., 143 Fed. 729: 1063.
McIntire, *Re*, 142 Fed. 593: 2030, 2139.
v. Pryor, 173 U. S. 38, 43 L. ed. 606: 647.
v. Wood, 7 Cranch, 504, 3 L. ed. 420: 1452.
McIntosh v. Pittsburg, 112 Fed. 705: 426, 666, 669.
McIntyre v. W. U. Tel. Co., 113 Fed. 1022: 924.
v. Southern Ry. Co., 131 Fed. 985: 1800.
McKane, *Re*, 61 Fed. 28, 205: 1521.
v. Burke, 132 Fed. 688: 595, 611.
McKay v. Dibert, 5 Fed. 587: 910.
v. Gulf Refining Co., C. C. A., 176 Fed. 93: 1937.
v. Neussler, C. C. A., 148 Fed. 86: 2492.
v. U. S., 27 Ct. Cl. 422: 2321.
McKechney v. Weir, C. C. A., 118 Fed. 805: 166.
McKee, *Re*, 165 Fed. 269: 2259.
v. Brooks, 64 Tex. 255: 56, 90.
v. Chautauqua Assembly, 124 Fed. 808: 36, 42, 47.
v. City Garbage Co., 140 Mich. 497, 103 N. W. 906: 942.
v. Coffin, 66 Tex. 304, 1 S. W. 276: 92.
v. Lamon, 159 U. S. 317, 40 L. ed. 165: 421.
v. Travelers' Ins. Co., 41 Fed. 117, 119: 479.
v. U. S., 10 Ct. Cl. 208 and 231: 2350.
McKeil v. Cutler (N. C. 1853) Busbee's Eq. 139: 1292.
McKeen v. Ives (D. Ind.), 35 Fed. 801: 1815, 1817.
v. Morse, 1 U. S. App. 7: 1288.
M'Kenna, *Re*, 137 Fed. 611: 2163, 2273, 2276.
v. Simpson, 129 U. S. 506, 32 L. ed. 771: 2298.
McKemy v. Supreme Lodge A. O. U. W., C. C. A., 180 Fed. 961: 717, 734, 828.
McKenzie, *Re*, C. C. A., 142 Fed. 383: 1364, 2282, 2284.
180 U. S. 536, 45 L. ed. 657: 1364, 2431.
McKeon v. No. Pac. R. Co., 45 Fed. 464: 1055.
McKie v. Rose, 140 Fed. 145, affirmed C. C. A., 145 Fed. 584: 1464.
McKinley Creek Minn. Co. v. Alaska Min. Co., 183 U. S. 563, 46 L. ed. 331: 1209.
v. Chicago & N. W. R. Co., 44 Iowa, 314, 24 Am. Rep. 748: 1827.
McKinley v. Moorish, 21 How. 343, 16 L. ed. 100: 1935.
McKim v. White Hall Co., 2 Md. Ch. 510: 712.
v. Voorhies, 7 Cranch, 279, 3 L. ed. 342: 856.
M'Kinney v. Big Horn Basin Development Co., C. C. A., 167 Fed. 770: 559.
v. Carroll, 12 Pet. 66, 9 L. ed. 1002: 738.
v. U. S., 199 Fed. 25: 1615, 1694, 1700, 1710.
McKinnon v. Morse, 177 Fed. 576: 416.
Mc Knight, *Re*, 52 Fed. 799: 1477.
v. Craig's Adm'rs, 6 Cranch, 183, 3 L. ed. 193: 727, 748, 749, 1529.
v. Dudley, C. C. A., 148 Fed. 204: 129.
v. James, 155 U. S. 685, 39 L. ed. 310: 2401.
v. Metal Volatilization Co., 128 Fed. 51: 266, 537, 538.
v. U. S., C. C. A., 97 Fed. 208, 38 C. C. A., 115: 1680, 1682.
v. U. S., 98 U. S. 179, 25 L. ed. 115: 2322.
v. U. S., 13 Ct. Cl. 292: 2310, 2311.
v. U. S., C. C. A., 113 Fed. 451, 453, 51 C. C. A. 285: 1653, 1654.
v. U. S., 98 U. S. 179, 25 L. ed. 115, 13 Ct. Cl. 292: 2307.
McKown v. Kansas & T. Coal Co., 105 Fed. 657: 53, 54, 1808, 1809, 1921.
McLam, *Re*, 97 Fed. 922: 2166.
M'Lanahan v. Universal Ins. Co., 1 Pet. 170, 7 L. ed. 98: 2555.
McLane v. Leicht (Iowa), 69 Ia. 401, 29 N. W. 327: 61.
McLaughlin v. Bank of Potomac, 7 How. 220, 12 L. ed. 675: 2548.
v. Swann, 18 How. 217, 15 L. ed. 357: 851.

[References are to pages.]

McLaughlin v. U. S., 107 U. S. 526, 27 L. ed. 621: 462.
McLean, *Re*, 9 Cent. L. J. 425: 820.
37 Fed. 648: 1101.
v. Clark, 23 Fed. 861: 1296.
v. Lafayette Bank, 3 McLean, 503: 592, 797, 853.
v. Mayo, 113 Fed. 106: 2100.
v. St. Paul & C. Ry. Co., Fed. Cas. No. 8,893 (17 Blatchf. 363): 1881, 1892, 1924, 1928.
McLennon v. Kansas City, St. J. & C. B. R. Co., 22 Fed. 198: 1551.
McLeod, *Ex parte*, 120 Fed. 130: 1357.
v. City of New Albany, 66 Fed. 378: 245, 836.
v. Duncan, Fed. Cas. No. 8,898 (5 McLean, 342): 1905.
v. New Albany, C. C. A., 66 Fed. 378: 1003, 1397, 1398.
v. St. Aubyn, (1899) A. C. 549, 561: 1355.
McLeroy v. State, 120 Ala. 274, 25 So. 247: 1710.
McLish v. Roff, 141 U. S. 661, 668, 35 L. ed. 893, 895: 2364, 2367, 2369, 2381, 2421.
McManus v. Chollar, C. C. A., 128 Fed. 902: 1422.
McMahon, *Re*, C. C. A., 147 Fed. 684: 2106, 2111, 2114, 2284.
McMicken v. Perrin, 18 How. 507, 15 L. ed. 504: 1395.
McMillan v. Conrad, 16 Fed. 128: 880.
v. Noyes, 146 Fed. 926: 1804.
v. St. Louis & Mississippi Valley Transportation Co., 18 Fed. 260, 261: 527, 528.
McMullen v. Bowers, 102 Fed. 494, 42 C. C. A. 470: 84, 85.
v. Hallack Cattle Co., 193 Fed. 283: 1797.
v. Northern Pac. R. Co., 57 Fed. 16: 1168, 1766, 1890, 1896.
v. Ritchie, 57 Fed. 104: 1111.
v. Ritchie, 64 Fed. 253: 1087, 1090.
Lumber Co. v. Strother, C. C. A., 136 Fed. 295: 333, 501, 1116.
McNair v. McIntyre, C. C. A., 113 Fed. 113: 2178.
McNamara v. Dwyer, 7 Paige (N. Y.), 239, 32 Am. Dec. 627: 363, 401.
v. Helena Coal Co., 5 Am. B. R. 48: 2050.
v. Henkel, 226 U. S. 520, 57 L. ed. —: 1483.
v. Provident Sav. Life Assur. Soc., 114 Fed. 910: 567, 568, 1336.
McNaughton v. South Pac. C. R. Co., 19 Fed. 881: 1837, 1846.
McNiel, *Re*, 13 Wall. 236, 20 L. ed. 624: 1935.
v. Andes, 40 Fed. 45: 1059.
v. Holbrook, 12 Pet. 84, 9 L. ed. 1009: 1089, 2560.
v. McCormack, C. C. A., 182 Fed. 808: 2132.
v. McNeil, C. C. A., 170 Fed. 289: 650, 741, 744.
v. Southern Ry. Co., 202 U. S. 543, 50 L. ed. 1142: 395, 862.
v. U. S., C. C. A., 150 Fed. 82, 18 Am. B. R. 21: 2242.
v. Cahill, 2 Bligh, 228: 1201.
v. Southern Ry. Co., 202 U. S. 543, 548, 50 L. ed. 1142, 1145: 38.
McNulta v. Lochridge, 141 U. S. 327, 35 L. ed. 796: 1015, 1038, 2395.
v. West Chicago Park Com'rs C. C. A., 99 Fed. 328: 2449.
McNulty v. Connecticut Mut. Life Ins. Co., 46 Fed. 305: 1790.
v. Feingold, 129 Fed. 1001: 2032.
v. Wiesen, 130 Fed. 1012: 784.
v. Wiesen, 158 Fed. 221: 1233.
McNutt v. Bland, 2 How. 9, 11 L. ed. 159: 111.
McPherson v. Blacker, 146 U. S. 1, 36 L. ed. 869: 2399, 2400.
v. Mississippi Valley Tr. Co., C. C. A., 122 Fed. 367: 162.
McPhun, *Re*, 30 Fed. 57: 1637.
McQuillon, *Ex parte*, 3 West. L. Month. 440: 1504.
9 Pitts. L. J. 29: 1504.
McRea v. Branch Bank of Alabama, 19 How. 376, 15 L. ed. 688: 444, 449.
v. David, C. C. A., 184 Fed. 989: 2494.

[References are to pages.]

McSherry Mfg. Co. v. Dowagiac Mfg. Co., C. C. A., 160 Fed. 948: 405, 2479.
McUlta, *Re*, 189 Fed. 250: 2219, 2224.
McVoy Hardware Co., *Re*, C. C. A., 200 Fed. 949: 2253, 2277.
McWhinney v. Brinker, 64 Ind. 360: 1882.
McWilliams Mfg. Co. v. Blundell, 11 Fed. 419: 880, 912.
Meach v. Chappell, 8 Paige (N. Y.), 135: 1084.
Mead, *Ex parte*, 109 U. S. 230, 27 L. ed. 914: 2286.
Mead, *Re*, 58 Fed. 312; So. L. & Tr. Co. v. Benbow, 96 Fed. 514: 1236, 2154.
v. Chesbrough Bldg. Co., C. C. A., 151 Fed. 998: 1423.
v. Gallatin, C. C. A., 151 Fed. 1006: 1423.
v. Glidden, 79 Mich. 209, 44 N. W. 596: 795.
v. Lord Orrery, 3 Atk. 235: 1025.
v. Platt, 17 Fed. 509: 2286.
v. Walker, 15 Wis. 499: 121.
Meade v. Beale, Taney, 339, at p. 361: 336, 337.
v. Keane, 3 Cranch, C. C. 51: 1156, 1157.
v. U. S., 18 Ct. Cl. 281: 375.
Meader Furniture Co. v. Commercial Nat. S. D. Co., 192 Fed. 616: 1574.
Meadows, *Re*, Williams & Co., 181 Fed. 911: 2166.
199 Fed. 304: 2266, 2267.
Meagher v. Minn. Thr. Mfg. Co., 145 U. S. 608, 36 L. ed. 834: 2400.
Megibben's Adm'rs v. Perin, 49 Fed. 183: 105.
Means v. Bank of Randall, 146 U. S. 620, 36 L. ed. 1107: 2554.
Meath v. Mississippi Levee Com'rs, 109 U. S. 268, 27 L. ed. 930: 1560, 1561.
v. Phillips Co., 108 U. S. 553, 27 L. ed. 819: 646.
Meaux v. Pittman, 32 La. Ann. 405: 1827.
Mechanical Appliance Co. v. Castleman, 215 U. S. 437, 54 L. ed. 272: 575, 1894.
Mechanics' Bank v. Seton, 1 Pet. 299, 7 L. ed. 152: 318, 452, 1158.
Mechanics' Ins. Co. v. Hoover Distilling Co., C. C. A., 31 L.R.A.(N.S.) 873, 182 Fed. 590: 322, 334.
Mecke v. Valley Town Mineral Co., 81 Fed. 114: 1894.
v. Valleytown Mineral Co., 89 Fed. 209: 1766, 1806, 1823, 1890.
v. Valleytown Mineral Co., 93 Fed. 697, 35 C. C. A. 151: 1793, 1830, 1831.
v. Valleytown Mineral Co., Id. 781: 1817, 1818.
Mecky v. Grabowski, 177 Fed. 591: 67, 535, 542.
Medbury v. U. S., 173 U. S. 492, 43 L. ed. 779: 2304.
Medina Quarry Co., *Re*, 179 Fed. 929: 2177, 2187, 2275, 2290.
Medley, Petitioner, 134 U. S. 160, 33 L. ed. 835: 1479, 1515.
Medsker v. Bonebrake, 108 U. S. 66, 27 L. ed. 654: 1233, 2056, 2057.
M. E. Dunn & Co., *Re*, 193 Fed. 242: 2216.
Meek v. McCormick, (Tenn. Ch.), 42 S. W. 458: 694.
Meeker v. Lehigh Valley R. Co., C. C. A., 183 Fed. 548: 2414.
v. Winthrop Iron Co., 17 Fed. 48: 1332.
Meier, *Re*, C. C. A., 182 Fed. 799: 2116.
Meier v. Kansas Pac. R. Co., 5 Dillon, 476: 1037.
Meighan, *Re*, 106 App. Div. (N. Y.) 599: 1334.
Meighan v. Am. Grass Twine Co., C. C. A., 154 Fed. 346: 1334.
Meissner v. Buck, 28 Fed. 161: 692, 1809.
Melendy v. Currier, 22 Fed. 129 (22 Blatchf. 503): 1826.
Melton v. Pensacola Bank & Tr. Co., C. C. A., 190 Fed. 126: 719, 1556.
Melvin v. St. Louis, etc., R. Co., 89 Mo. 106, 1 S. W. 286: 789.
Mellen v. Moline Iron Works, 131 U. S. 352, 33 L. ed. 178: 595.
Mellor v. Smither, C. C. A., 114 Fed. 116, 120: 726, 765.
Mellus v. Thompson, 1 Cliff. 125: 742, 746, 754.
Mellwood Distilling Co. v. Harper, 167 Fed. 389, 718.

[References are to pages.]

Memphis v. Brown, 94 U. S. 715, 24 L. ed. 244: 1463, 2425, 2460, 2483.
v. Cumberland Tel. & T. Co., 218 U. S. 624, 54 L. ed. 1185: 2498.
v. Dean, 8 Wall. 64, 19 L. ed. 326: 635.
v. Postal Tel. Cable Co., C. C. A., 115 Fed. 602: 36, 39.
v. U. S., 97 U. S. 293, 24 L. ed. 920: 1454.
Memphis & Charleston R. R. Co. v. Alabama, 107 U. S. 581, 584, 27 L. ed. 518, 519: 137.
Memphis City v. Dean, 8 Wall. 64, 19 L. ed. 326: 633.
Memphis City Bank v. Tennessee, 161 U. S. 186, 40 L. ed. 664: 661.
Memphis & C. R. Co. v. Alabama, 107 U. S. 581, 27 L. ed. 518: 136.
Memphis G. & L. Co. v. Memphis, 72 Fed. 952: 911.
Memphis Keeley Institute v. Leslie E. Keeley Co., C. C. A., 16 L.R.A.(N.S.) 921, 155 Fed. 964: 631.
v. Leslie E. Keeley Co., C. C. A., 144 Fed. 628: 2431.
Memphis &c., Packet Co. v. Overman Carriage Co., 93 Fed. 246: 1993.
Memphis Oil Co. v. Illinois Cent. R. Co., 164 Fed. 290: 190.
Memphis Sav. Bank v. Houchens, C. C. A., 115 Fed. 96, 108: 167, 209, 977, 996, 1260, 1760, 1814.
Mendenhall v. Hall, 134 U. S. 559, 33 L. ed. 1012: 555, 560, 2452, 2459, 2468.
Menge v. Warriner, C. C. A., 120 Fed. 816: 2430.
Menees v. Matthews, June, 1912, 197 Fed. 633: 169, 170, 1535.
Mencfee v. Frost, 123 Fed. 633: 105.
Mensing, *Ex parte*, 55 Fed. 17: 827, 1349.
Menke v. Sunderman, C. C. A., 186 Fed. 486: 2048, 2055.
Menzies v. Rodrigues, 1 Price, 92: 917.
Mercantile Co., *Re*, 95 Fed. 123: 2275.
Mercantile Nat. Bank of City of New York v. Barron, Dec. 11, 1908, 165 Fed. 831: 1532.
Mercantile T. Co. v. Baltimore & O. R. Co., 89 Fed. 606, 610: 1268.
v. Mo., K. & T. Ry. Co., 41 Fed. 8, 9: 946.
Sage J., in Mercantile T. Co. v.
v. Kanawha & O. Ry. Co., 50 Fed. 874, 878: 992.
A., 58 Fed. 6: 991.
v. Atlantic & P. R. Co., 63 Fed. 513, 517: 827, 828, 832.
v. Atlantic & P. R. Co., 70 Fed. 518: 180.
v. Baltimore & O. Ry. Co., 79 Fed. 388: 954.
v. Baltimore & O. R. Co., 94 Fed. 722: 422.
v. Chicago, P. & St. L. Ry. Co., 61 Fed. 372: 1268.
v. Chicago, P. & St. L. Ry. Co. C. C. A., 147 Fed. 699: 2544.
v. Farmers' L. & Tr. Co., C. C. A., 81 Fed. 254: 966, 986, 1008, 2435, 2554.
v. Hensey, 205 U. S. 298, 51 L. ed. 811: 1596, 2548.
v. Kanawha & O. Ry. Co., 39 Fed. 337: 180, 210, 658, 947, 949, 952, 953, 1261.
v. Kanawha & O. Ry. Co., 50 Fed. 874: 990.
v. Kanawha & O. Ry. Co., C. C. A., 58 Fed. 6: 2450.
v. Missouri, K. & T. Ry. Co., 1 L.R.A. 397, 36 Fed. 221: 784, 941.
v. Mo., K. & T. Ry. Co., 41 Fed. 8, 11, 12: 968, 986.
v. Pittsburgh & W. R. Co., 29 Fed. 732: 837, 965.
v. So. State L. & Tr. Co., 86 Fed. 711: 970.
v. St. Louis & S. F. Ry. Co., 71 Fed. 601, 608, 609: 966.
v. Texas & P. Ry. Co., 51 Fed. 529, 542: 806, 849, 910, 975, 2398.
v. U. S. Shipbuilding Co., 130 Fed. 725: 831.
Mercantile Tr. & D. Co. v. Collins P. & B. R. Co., 99 Fed. 812: 103.
v. Collins Park & Belt R. Co., 107 Fed. 762, 765: 69.

[References are to pages.]

Mercantile Tr. & D. Co. v. Columbus, 203 U. S. 311, 51 L. ed. 198: 69.
v. Columbus, Waterworks, 130 Fed. 180: 911.
Merchant, The, Abb. Adm. 1, Fed. Cas. No. 9,434: 2009.
Merchants' Bank v. Crysler, 14 C. C. A. 449: 797, 1036.
v. Crysler, 67 Fed. 388: 796, 797, 1036.
v. Slagle, 106 U. S. 558, 27 L. ed. 204: 2150.
v. Thomas, C. C. A., 121 Fed. 306: 2206.
Merchants, etc., Bank v. Thompson, 4 Fed. 876: 1835.
Merchants' Coal Co. v. Fairmont Coal Co., C. C. A., 160 Fed. 769: 1469.
Merchants' Cotton Press & Storage Co. v. Insurance Co. of North America, 151 U. S. 368, 14 Sup. Ct. 367, 38 L. ed. 195: 133, 1781, 1887, 1788, 1790, 1793, 1795, 1927.
Merchants' Despatch Transp. Co. v. Joesting, 89 Ill. 152: 1886.
Exch. Co. v. U. S., 1 Ct. Cl. 332: 2324.
Merchants' Loan & Trust Co. v. Chicago Rys. Co., C. C. A., 158 Fed. 9[illegible]3: 961, 987, 988.
Merchants' & M. Nat. Bank v. Kent Circuit Judge, 43 Mich. 292: 1018.
v. Wheeler, Fed. Cas. No. 9,439 (13 Blatchf. 218): 1896.
Merchants' & Miners' Transp. Co. v. U. S., C. C. A., 199 Fed. 902: 1694.
Merchants' Nat. Bank v. Brown, 17 Fed. 161 (4 Woods, 263): 1838, 1922.
v. Carpenter, 101 U. S. 567, 568, 25 L. ed. 815, 816: 732, 734.
v. Chattanooga C. Co., 53 Fed. 314: 325, 942, 943.
v. Cole, C. C. A., 149 Fed. 708, 18 Am. B. R. 44: 2066.
v. State Nat. Bank, 3 Cliff. 201: 1128.
v. Glendon Co., 120 Mass. 97: 1065.
v. Thompson, 1 Fed. 876: 1795.
Merchants' Nat. Bank v. Wehrmann, 202 U. S. 295, 299, 50 L. ed. 1036, 1039: 2403.
Merchants' Nat. Bank of Toledo, Ohio v. Cole, C. C. A., 149 Fed. 708, 2296.
Merchants' Shipping Act of 1894, 57 and 58 Vict., c. 60: 1986.
Merchants' Stock & Grain Co., *Re*, 223 U. S. 639, 56 L. ed. 584: 1382, 1447, 1380.
Merchants' Stock & Grain Co. v. Board of Trade of Chicago, C. C. A., 201 Fed. 20: 1095, 1364, 1371, 1372, 1382.
Mercer County v. Hacket, 1 Wall. 83, 17 L. ed. 548: 1568.
Mercur, *Re*, 95 Fed. 634: 2057, 2058, 2084.
C. C. A., 122 Fed. 384, 10 Am. B. R. 505: 2055, 2083, 2086.
Meredith, *Re*, 144 Fed. 230: 2189.
Meredith, 21 How. 489, 16 L. ed. 201: 432.
v. U. S., 13 Peters, 486, 10 L. ed. 258: 1428.
Merryman, *Ex parte*, Taney, 246: 1503, 1504.
v. Chicago & E. I. Co., C. C. A., 64 Fed. 535: 2435.
v. Chicago & E. I. R. Co., C. C. A., 66 Fed. 663: 2534.
Merriman v. Chicago & E. I. R. Co., C. C. A., 64 Fed. 535, 550, 551: 487.
v. Chicago, D. & V. R. Co., C. C. A., 120 Fed. 240: 1056, 2505, 2506.
Merriwether, *Re*, 22 Fed. 769, 770: 959.
23 Fed. 704: 959.
Meriwether v. Garrett, 102 U. S. 472, 501, 26 L. ed. 197, 200: 330, 722, 974, 976, 1345, 1445.
v. Muhlenburg Court, 120 U. S. 354, 357, 30 L. ed. 653, 654: 1578.
v. U. S., 13 Ct. Cl. 259: 2320.
Mersman v. Werges, 112 U. S. 15[illegible], 28 L. ed. 641: 199, 202.
Mertens, *Re*, 131 Fed. 972: 20[illegible], 2114, 2161.
C. C. A., 142 Fed. 445: 210[illegible], 2188, 2283, 2284.
C. C. A., 144 Fed. 818, [illegible] B. R. 362, 134 Fed. 10[illegible], 14 Am. B. R. 226, [illegible] 2097, 2193.

[References are to pages.]

Merwin v. Smith, 1 Green Ch. (N. J.) 182: 1239.
Mero, *Re*, 128 Fed. 630: 2080, 2081.
Merrill v. Dawson, Hempst. 563: 1137, 1140, 1142, 1146, 1153, 1154, 1155, 1156, 1157.
v. First Nat. Bank, C. C. A., 75 Fed. 148: 2571.
v. Floyd, C. C. A., 50 Fed. 849, 850: 1563.
v. Floyd, C. C. A., 53 Fed. 172: 1560.
v. Miller, 28 Mont. 134, 72 P. 423: 85.
v. National Bank, C. C. A., 78 Fed. 208: 2571.
v. Nat. Bank of Jacksonville, 173 U. S. 131, 43 L. ed. 640: 93, 2571.
Merrill & Baker, *Re*, C. C. A., 186 Fed. 312: 2203.
Merrimack River Sav. Bank v. City of Clay Center, 219 U. S. 527, 55 L. ed. 320: 1359, 1360.
Merritt v. Am. Steel Barge Co., C. C. A., 75 Fed. 813: 77, 79.
v. American S. B. Co., 79 Fed. 228: 155, 173, 594.
v. Bowdoin College, 169 U. S. 551, 42 L. ed. 850: 2370.
v. Dawson, Hempst. 563: 1146.
v. Steel Barge Co., C. C. A., 75 Fed. 813: 2368.
v. Thompson, 3 E. D. Smith (N. Y.) 283: 910.
Merritt & Chapman Derrick & Wrecking Co. v. Morris & Cummings Dredging Co., D. C. S. N. Y., June, 1904: 1972.
Merryfield v. Jones, 2 Curt. 306: 925.
Mesa Market Co. v. Crosby, C. C. A., 174 Fed. 96: 2548.
Messenger v. Anderson, 225 U. S. 436, 56 L. ed. 1152, reversing C. C. A. 171 Fed. 785: 2573.
Messengill, *Re*, 113 Fed. 366: 2145.
Messinger v. New Eng. M. L. I. Co., 59 Fed. 416: 657.
Messrvey v. Roby, C. C. A., 198 Fed. 844: 2169, 2179.
Metal S. Co. v. Crandall, 18 Off. Gaz. 1531: 761.
Metallic Specialty Mfg. Co., *Re*, 193 Fed. 300: 1251, 1252.
Metals Extraction & Refining Co., *Re*, C. C. A., 195 Fed. 226: 1041, 2261.
Metcalf v. Barker, 187 U. S. 165, 47 L. ed. 122: 2026.
v. Cady, 8 Allen (Mass.) 587: 502.
v. Hervey, 1 Ves. Sen. 248: 564, 565.
v. Landers, 3 Baxt. (Tenn.) 35: 618.
v. Watertown, 128 U. S. 586, 32 L. ed. 543: 96, 148, 204.
v. Watertown, 153 U. S. 671, 38 L. ed. 861: 646, 1576.
v. Williams, 104 U. S. 93, 95, 26 L. ed. 665, 666: 323.
Bros. v. Barker, 187 U. S. 165, 47 L. ed. 122: 2174.
Metcalfe v. The Alaska, 130 U. S. 201, 32 L. ed. 923: 1964.
v. Metcalfe, 1 Keen, 74: 755.
v. Merchants' & Planters' Bank, 89 Miss. 649, 41 So. Rep. 377: 1194.
v. Pulvertoft, 1 V. & B. 180: 1018.
Metchalf v. Hervey, 1 Ves. Sen. 248: 563.
Metler v. Metler, 4 C. E. Green (19 N. J. Eq.), 457: 1118.
v. Kaw Valley District, 223 U. S. 519, 56 L. ed. 533: 933.
v. Moore, 121 U. S. 558, 573, L. ed. 1022, 1026:
Met. El. Supply Co. v. Ginder (1901), L. R. 2 Ch. 799: 890.
Metropolitan Ex. Co. v. Ewing, 42 Fed. 198: 890.
Met. G. & S. Exch. v. Chicago B. of T., 15 Fed. 847: 917.
Metropolitan Life Ins. Co. v. Ethier, 44 Mich. 144, 6 N. W. 201, 369: 1866.
v. McNall, 81 Fed. 888: 394.
v. Hartman, C. C. A., 174 Fed. 801: 2476.
Metropolitan Nat. Bank v. St. Louis Dispatch Co., 149 U. S. 436, 37 L. ed. 799: 447, 450.
Metropolitan R. R. Co. v. District of Columbia, 132 U. S. 1, 33 L. ed. 231: 364.
v. District, 195 U. S. 322, 49 L. ed. 219: 1589, 2356.

[References are to pages.]

Metropolitan Railway Receivership, *Re*, 208 U. S. 90, 52 L. ed. 403: 98, 100, 166, 322, 825, 841, 843, 946, 969, 1172, 1760.
Metropolitan St. Ry., *Re*, 166 Fed. 1006: 994.
Metropolitan St. Ry. Co. v. Davis, C. C. A., 112 Fed. 633: 2556.
Metropolitan Tr. Co., *Re*, 218 U. S. 312, 54 L. ed. 1051: 1393, 1930, 2562.
Metropolitan Trust Co. v. Columbus, S. & H. R. Co., 93 Fed. 689: 509, 492.
v. Lake Cities El. Ry. Co., 100 Fed. 897: 154, 168.
Metropolitan Water, Co., *Ex parte*, 220 U. S. 539, 55 L. ed. 575: 398, 906, 1448.
v. Kansas City, S. C. 164 Fed. 728: 1773.
v. Kaw Valley Drainage District, 223 U. S. 519, 56 L. ed. 533: 933, 2572, 2573.
Meux v. Bell, 6 Simons, 175: 565.
Meuer, *Re*, 144 Fed. 445: 2240.
Mexia v. Oliver, 148 U. S. 664: 2557.
Mexican Central Ry. Co., Ld. v. Duthie, 189 U. S. 76, 47 L. ed. 715: 1848, 1849.
v. Eckman, 187 U. S. 429, 47 L. ed. 245: 121, 2362.
v. Robinson, C. C. A., 128 Fed. 1020: 528, 610, 611, 612, 1428, 2549.
Mexico Hardware Co., *Re*, 197 Fed. 650: 2195, 2196.
Mexican Nat. Const. Co. v. Rensens, 118 U. S. 49, 30 L. ed. 77: 2484.
Mexican Nat. R. Co. v. Davison 157 U. S. 201, 206, 207, 39 L. ed. 672, 674, 675: 201.
Mexican Onyx & Tr. Co. v. U. S., 66 Fed. 732: 314.
Mexican Ore Co. v. M. G. M. Co., 47 Fed. 351, 356: 779, 916.
Meyer, *Re*, 74 Fed. 881: 1997.
181 Fed. 904: 2198.
v. Cadwalader, 49 Fed. 32: 1586.
Meyer, C. C. A., *Re*, 98 Fed. 976, 979, 3 Am. B. R. 559: 2053, 2054, 2055, 2286.
Meyer v. Chambers, 68 Mo. 626; Gfeller v. Graefemann, 64 Mo. App. 162: 788.
Meyer v. Delaware R. R. Const. Co., 100 U. S. 457, 25 L. ed. 593: 1834, 1836.
v. Everett Pulp & Paper Co., C. C. A., 193 Fed. 857: 1596.
v. Herrera, (W. D. Texas, San Antonio Division) 41 Fed. 65: 123.
v. Hot Springs Imp. Co., C. C. A., 169 Fed. 628: 2460.
v. Johnson (1875), 53 Atl. 237: 987, 989.
v. Kuhn, C. C. A., 65 Fed. 705: 579.
v. Kuhn, 65 Fed. 705, C. C. A., per Fuller, C. J., 592, 600.
v. Mansur & T. I. Co., C. C. A., 85 Fed. 874: 2494.
v. Norton, 9 Fed. 433: 1825.
v. Stevens, 78 Fed. 787: 1054.
Meyer Bros. Drug Co. v. Pipkin Drug Co., C. C. A., 136 Fed. 396: 2175, 2292, 2293.
Rubber Co. v. Georgetown & W. R. Co., 174 Fed. 731: 1012, 1012.
Meyers, *Re*, 96 Fed. 408: 2246.
97 Fed. 757: 2083, 2086, 2239.
100 Fed. 775: 2244, 2259, 2260.
181 Fed. 904: 2235.
v. Block, 120 U. S. 206, 30 L. ed. 642: 349, 927.
v. Busby, 32 Fed. 670: 674.
v. Cheesman, C. C. A., 174 Fed. 783: 2516.
v. Fenn, 5 Wall. 205, 18 L. ed. 604: 836.
v. Skinner, 179 Fed. 860: 878, 879.
v. Skinner, 186 Fed. 347: 881, 897, 920.
Miami, The, 78 Fed. 818: 1938.
Mica Insulator Co. v. Commercial Mica Co., 157 Fed. 92: 923.
Micas v. Williams, 104 U. S. 556, 26 L. ed. 842: 2518.
Michael v. State, 40 Ala. 361: 1712.
Michaelis & Lindeman, *Re*, 196 Fed. 718: 2112, 2208.
Michel, *Re*, 6 Fed. 706: 2099.
Michie, *Re*, 116 Fed. 749: 2029.
Michie v. N. H. & H. R. Co., 151 Fed. 694: 1580.
Michigan Aluminum Foundry Co. v. Aluminum Castings Co., 190 Fed. 879: 585.
Michigan Cent. R. Co., *Re*, C. C. A., 124 Fed. 727: 1338, 2427, 2445.

[References are to pages.]

Michigan Cent. R. Co. v. Harsha, C. C. A., 134 Fed. 217: 1311.
Michigan Home Colony Co. v. Tabor, C. C. A., 141 Fed. 332: 1562, 1563.
Michigan Railroad Tax Cases, 138 Fed. 223: 67, 72.
Michigan Tel. Co. v. Charlotte, 93 Fed. 11: 69.
Michoud v. Girod, 4 How. 503, 11 L. ed. 1076: 1258, 2428.
Micklethwaite v. Atkinson, 1 Coll. 173: 686.
Middleton v. Bankers' & Merchants' Tel. Co., 32 Fed. 524: 1255.
v. Dodswell, 13 Ves. 266: 1019.
v. Sherburns, 4 Y. & C. 358: 1205.
Middleton Sav. Bank v. Bacharach, 46 Conn. 513: 497.
Middleton's Ex'rs v. Middleton (Pennsylvania), 7 Wkly. Notes Cas. 144: 121.
Midlan Cdontracting Co. v. Toledo Foundry & Machine Co., C. C. A., 154 Fed. 797: 607, 611, 1547.
Midland Valley R. Co. v. Fulgham, 181 Fed. 91: 2532.
Miers, *Re*, 193 Fed. 288: 2246.
Miers v. Columbia Mut. Building, &c., Ass'n., (S. D. N. Y.) 166 Fed. 781: 1335.
Migliorucci v. Migliorucci, 1 Dick. 147: 1340.
M. I. Hibbler Mach. Supply Co., *Re*, 192 Fed. 741: 2162, 2188, 2209.
Milburn, *Ex parte*, 9 Peters, 704, 9 L. ed. 280: 1508, 1510, 1657.
Miles v. Johnston, 59 Fed. 38: 895, 901.
v. New So. B. & L. Ass'n, 95 Fed. 919: 1000.
v. New So. B. & L. Ass'n, 99 Fed. 4: 955.
Milgramm & Ost, *Re*, 129 Fed. 827: 2240.
Millan v. Exchange Bank of Mannington, C. C. A., 183 Fed. 753: 2075, 2081, 2085.
Miller, *Re*, 23 Fed. 32: 1483.
Miller, *Re*, 104 Fed. 764, 5 Am. B. R. 140: 2061, 2070, 2085.
Miller, *Re*, 105 Fed. 57, 5 Am. B. R. 184: 2111, 2114, 2115, 2116, 2128.
Miller, *Re*, C. C. A., 114 Fed. 838: 1501.
Miller, *Re*, 118 Fed. 360, 9 Am. B. R. 274: 2098.
Miller, *Re*, 133 Fed. 1017: 2246.
Miller, *Re*, 192 Fed. 730: 2240, 2250.
Miller v. Ahrens, 150 Fed. 644: 594.
v. Buchanan, 5 Fed. 366: 784.
v. Carlton, C. C. A., 194 Fed. 1022: 2118.
v. Chicago, B. & Q. R. Co., 17 Fed. 97 (3 McCrary, 460): 1862, 1866.
v. Chicago & A. R. Co., 176 Fed. 379, 381: 1121.
v. Chicago & A. R. Co., 198 Fed. 695: 318.
v. Clark, 47 Fed. 850: 1402, 1410.
v. Clark, 52 Fed. 900: 1402, 1415, 2562, 2564.
v. Clark, 138 U. S. 223, 34 L. ed. 966: 45, 2443.
v. Clifford, 133 Fed. 880, 67 C. C. A. 52, 5 L.R.A.(N.S.) 49: 1797.
v. Cornwall R. Co., 168 U. S. 131, 42 L. ed. 409: 2403.
v. Cotten, 5 Ga. 341, 346: 476.
v. Finn, 1 Neb. 254: 1768, 1827.
v. Guasti, 226 U. S. 170, 57 L. ed. —: 2254.
v. Houston City St. R. Co., C. C. A., 55 Fed. 366: 1562, 2542.
v. Illinois Cent. R. Co. 168 Fed. 982: 62.
v. Jamison, 9 C. E. Green (N. J.), 41: 509.
v. Joseph, 17 Wall. 655, 21 L. ed. 741: 2401.
v. Kent, 18 Fed. 561 (20 Blatchf. 508): 1912.
v. Kent (New York), 60 How. Prac. 451: 1825, 1884.
v. Le Mars Nat. Bank, 116 Fed. 551: 1758.
v. Liggett & M. T. Co., 7 Fed. 91: 1166.
v. Lynde, 2 Root, 444, 1 Am. Dec. 86: 101, 102.
v. M'Elroy, 1 Am. Law Reg. 198: 883.
v. McKenzie, 10 Wall. 582, 19 L. ed. 1043: 2464.
v. Moise, 168 Fed. 940: 1116.
v. Morgan, C. C. A., 67 Fed. 82: 1591.
v. Mutual Reserve Fund Life Ass'n., 139 Fed. 864: 1104, 1105.

[References are to pages.]

Miller v. New Orleans, A. & F. Co., 211 U. S. 496, 505: 2185, 2298.
v. New York Cent. & H. R. R. Co., 147 Fed. 771: 123, 124.
v. Schwarner, 130 Fed. 561: 533.
v. Sharp, 37 Fed. 161: 119.
v. Scott, 6 Phila. (Pa.) 484: 1105, 1441.
v. State, 12 Wall. 159, 20 L. ed. 259: 1194.
v. State, 54 Ala. 155: 1706.
v. Steele, C. C. A., 153 Fed. 714: 1088.
v. Sunde, 1 N. D. 1, 44 N. W. 301: 121.
v. Texas, 153 U. S. 535, 38 L. ed. 812: 2463.
v. Tobin, 18 Fed. 609 (9 Sawy. 401): 66, 1830, 1880, 1906.
v. Uhlman, 178 Fed. 233: 691.
v. Wattier, 245 Fed. 49: 87.
v. Wattier, 165 Fed. 359: 745, 761.
v. Weston, C. C. A., 199 Fed. 104: 160, 502.
v. Young, 2 Cranch, C. C. 53: 1141.
Miller & Lux v. East Side Canal & Irrigation Co., 211 U. S. 293, 53 L. ed. 189: 134.
v. Rickey, 127 Fed. 573: 479, 512.
v. Rickey, 146 Fed. 574: 860, 895.
Miller Pure Rye Distilling Co., *Re*, 176 Fed. 606, Pa.: 2177.
Miller's Adm'r v. Norfolk & W. R. Co., 41 Fed. 431: 1425, 1427.
Miller's Ex'rs v. Swann, 150 U. S. 132, 137, 37 L. ed. 1028: 2396.
Millie Iron Min. Co. v. McKinney, C. C. A., 172 Fed. 42: 663, 664.
Milligan, *Ex parte*, 4 Wall. 2, 18 L. ed. 281: 1504, 1506, 2380.
Ex parte, 4 Wall. 2, 131: 1504.
v. Lalance & G. Mfg. Co., 17 Fed. 465, 21 Blatchf. 407: 1907.
v. Lalance & G. Mfg. Co., 21 Blatchf. 407: 1907.
v. Milledge, 3 Cranch, 220, 2 L. ed. 417: 135, 632.
v. Mitchell, 1 M. & K. 446: 864.

Milliken v. Ross, 9 Fed. 855: 1581.
v. Selye, 3 Denio (N. Y.) 54: 1083.
Millington v. Fox, 3 M. & C. 338, 358: 1281, 1282.
Mills, *Re*, 95 Fed. 269: 2213.
Re, 179 Fed. 409: 2028, 2114.
Re, 135 U. S. 263, 34 L. ed. 107: 1291, 1293.
v. Central R. Co. of New Jersey, 20 Fed. 449: 71, 119.
v. Central R. Co. of New Jersey (New Jersey), 7 N. J. Law J. 230: 61.
v. City of Chicago, 127 Fed. 731: 104.
v. Chicago, 143 Fed. 430: 520.
v. Dennis, 3 J. Ch. (N. Y.) 367: 617, 1264.
v. Duryee, 7 Cranch, 481, 3 L. ed. 411: 1077.
v. Fry, 3 Ves. & B. 9: Anon., 2 Madd. 395: 1185.
v. Green, 159 U. S. 651, 40 L. ed. 293: 1053, 2515, 2517.
v. Newell, 41 Fed. 529: 1758, 1880, 1895.
v. Northern Ry. of Buenos Ayres Co., 23 L. T. (N. S.) 719: 849, 942.
v. Provident L. & Tr. Co., C. C. A., 100 Fed. 344: 2452.
v. Rosenbaum, 103 Ind. 152, 2 N. E. 313: 699.
v. Scott, 43 Fed. 452: 323.
v. Scott, 99 U. S. 25, 25 L. ed. 294: 342, 645, 1573.
v. U. S., 46 Fed. 738: 371.
v. U. S., 19 Ct. Cl. 79: 371, 2323.
v. Virginia-Carolina Lumber Co., C. C. A., 164 Fed. 168: 2177.
Millspaugh v. McBride, 7 Paige (N. Y.), 509, 34 Am. Dec. 360: 1275.
Milner v. Meck, 95 U. S. 252, 24 L. ed. 444: 2453.
Miltenberger v. Logansport Ry. Co., 106 U. S. 286, 291, 295, 27 L. ed. 117, 120, 121: 407, 957, 958, 962, 963, 964, 969, 987, 988, 990, 992, 993, 1019, 1020, 1021, 2172.
Milwaukee v. Koeller, 116 U. S. 219, 29 L. ed. 612: 327.
Milwaukee & M. R. R. Co. v. James, 6 Wall 750, 18 L. ed. 854, 17 Cyc. 1289: 1975.

[References are to pages.]

Milwaukee & M. R. R. Co. v. Soutter, 2 Wall. 521, 17 L. ed. 903: 948.
v. Soutter, 2 Wall. 510, 17 L. ed. 900: 941, 1039.
v. Soutter, 2 Wall. 410, 17 L. ed. 860: 1258, 2428.
Milwaukee R. Co., *Ex parte*, 5 Wall. 188, 18 L. ed. 676: 1449, 1450, 2492.
Milwaukee R. R. Canal Co. v. Milwaukee & Minnesota R. R. Co., 20 Wis. 165, 88 Am. Dec. 735: 153.
v. U. S., 1 Ct. Cl. 187: 2309.
Mimms, & Parham, *Re*, 193 Fed. 276: 2032.
Mina v. I. & V. Floria S. S. Co., 23 Fed. 915: 1961.
Minahan v. Grand Trunk Western Ry. Co., C. C. A., 138 Fed. 37: 1591, 1592, 1599.
Minard, *Re*, 156 Fed. 377: 2066.
Mine & Smelter Supply Co. v. Braeckel Concentrator Co., 197 Fed. 897: 875, 876.
Mineau, *Re*, 45 Fed. 188: 1507, 1515.
Mineola, The, 44 Fed. 143: 1939.
Miner, *Re*, 114 Fed. 998: 2200.
Miner v. Markham, 28 Fed. 387: 602, 1106.
Mineral Range R. Co. v. Detroit & Lake Superior Cotton Co., 25 Fed. 515: 1773.
Miners' Bank v. U. S., 5 How. 213, 12 L. ed. 121: 2422.
Minet v. Morgan, L. R. H. Ch. 361: 1126.
Mingo Valley Creamery Ass'n, *Re*, 100 Fed. 282, 4 Am. B. R. 67: 2064, 2068.
Minna, The, 11 Fed. 759 and note: 2006.
Minneapolis General E. Co. v. City of Minneapolis, 194 Fed. 215: 858, 912.
Minneapolis, St. P. & S. S. Ry. Co. v. Nestor, 50 Fed. 1: 1774, 1815, 1816.
Minnehaha, The, 151 Fed. 782: 1972.
Minnesota v. Duluth & I. R. R. Co., 87 Fed. 497: 68.
v. Hitchcock, 185 U. S. 373, 46 L. ed. 954: 382.
v. Northern Securities Co., 123 Fed. 692: 60.
v. Northern Securities Co., 184 U. S. 199, 46 L. ed. 499: 6, 7, 445, 450, 573.
Minnesota v. No. Securities Co., 194 U. S. 48, 65, 48 L. ed. 870: 18, 60, 67, 460, 1174.
Minnesota Co. v. St. Paul Co., 2 Wall. 609, 641, 17 L. ed. 886, 898: 143, 144, 465, 466, 758, 771, 779, 1246.
Minnesota Moline Plow Co. v. Dowagiac Mfg. Co., C. C. A., 126 Fed. 746: 1450, 2571.
Minnesota S. S. Co. v. Lehigh Valley Transportation Co., C. C. A., 129 Fed. 22: 1970.
Minn. Tribune Co. v. Associated Press, C. C. A., 84 Fed. 921: 2559.
Minnett v. Milwaukee & St. P. Ry. Co., Fed. Cas. No. 9,636 (3 Dill. 460): 1826.
Minnick v. Union Ins. Co., 40 Fed. 369: 1865.
Minot v. Mastin, 95 Fed. 734: 827, 841, 1014.
v. Philadelphia, W. & B. R. Co., Fed. Cas. No. 9,645 (2 Abb. U. S. 323): 136.
v. Philadelphia, W. & B. R. Co., 18 Wall. 206, 21 L. ed. 888: 136.
Minturn v. Alexandre, 5 Fed. 117: 1946.
v. Larue, 1 McAll. 370: 910.
v. Maynard, 17 How. 477, 15 L. ed. 235: 1937.
Mintzer, *Re*, 187 Fed. 647: 2242, 2249, 2250, 2252.
Minuse v. Cox, 5 J. Ch. (N. Y.) 441, 9 Am. Dec. 313: 1333.
Miocene Ditch Co. v. Campion Mining & Trading Co., C. C. A., 197 Fed. 497: 2559.
v. Moore, C. C. A., 150 Fed. 483: 1394, 2432.
Mirabile Corp. v. Purvis, 143 Fed. 920: 102.
Mirzan, *Ex parte*, 119 U. S. 584, 30 L. ed. 513: 1510.
Mishawaka Woolen Mfg. Co. v. Smith, 158 Fed. 885, Wisc.: 2177.
v. Westveer, C. C. A., 191 Fed. 465, Mich.:
Missina v. Cavazos, 6 Wall. 355, 361, 18 L. ed. 810, 812: 2465.
Mississippi v. Johnson, 4 Wall. 475, 18 L. ed. 437: 4, 6, 7, 328, 329, 363, 573, 602, 894.

[References are to pages.]

Mississippi Mills v. Cohn, 150 U. S. 202, 37 L. ed. 1052, 14 Sup. Ct. 75: 204, 340.
Miss. & Mo. R. Co. v. Cromwell, 91 U. S. 643, 23 L. ed. 367: 318, 850.
v. Ward, 2 Black, 485, 492, 17 L. ed. 311, 314: 36, 39, 210, 441, 445, 460, 866, 2442.
Mississippi Railroad Commission v. Illinois Cent. R. R. Co., 203 U. S. 335, 51 L. ed. 209: 862.
v. L. & N. R. R. Co., 225 U. S. 272, 56 L. ed. 1087: 2371.
Missouri v. Alt, 37 Fed. 302: 1760.
v. Atl, 73 Fed. 302: 105, 111.
v. Andriano, 138 U. S. 496, 34 L. ed. 1012: 2396.
v. Hencken, C. C. A., 174 Fed. 624: 1552.
v. Illinois, 180 U. S. 208, 45 L. ed. 497: 5, 386.
v. Illinois, 200 U. S. 496, 50 L. ed. 572: 5, 386.
v. Illinois, 202 U. S. 598, 50 L. ed. 1160: 1279, 1299.
v. Iowa, 7 How. 660, 12 L. ed. 861: 4, 7, 385.
v. Iowa, 10 How. 1, 13 L. ed. 303: 4.
v. Kentucky, 11 Wall. 395, 20 L. ed. 116: 4.
v. New Madrid County, 73 Fed. 304: 103, 1760.
Missouri-Am. El. Co. v. Hamilton-Brown Shoe Co., C. C. A., 165 Fed. 283: 2141.
Missouri Broom Mfg. Co. v. Guymon, C. C. A., 115 Fed. 112: 459, 509.
Missouri & K. I. C. v. Olathe, 156 Fed. 624: 328, 625.
Missouri & Kansas Interburban Ry. Co. v. City of Olathe, 222 U. S. 187, 56 L. ed. 156: 2407, 2423.
v. Edson, C. C. A., 198 Fed. 819: 1009.
Missouri, K. & T. Ry. Co. v. Collier, C. C. A., 157 Fed. 347: 2548.
v. Dinsmore, 108 U. S. 30, 27 L. ed. 640: 1258, 2429, 2494, 2499, 2505.
v. Elliott, 56 Fed. 772: 340.
v. Hickman, 183 U. S. 53, 22 S. Ct. 18, 46 L. ed. 78: 1769.
Missouri, K. & T. Ry. Co. v. Kidd, C. C. A., 146 Fed. 499: 2512.
v. Krumseig, 172 U. S. 351, 43 L. ed. 474: 345.
v. McCrary, 182 Fed. 401: 1374.
v. Missouri R. R. & Warehouse Com'rs, 183 U. S. 53, 46 L. ed. 78: 1887, 1926.
v. Russell, 60 Fed. 501: 1593.
v. Scott, 4 Woods, 386.
v. Scott, 13 Fed. 793: 860.
v. Wulf, C. C. A., 192 Fed. 919: 724.
v. Wulf, 226 U. S. 570: 62.
v. Wulf, 226 U. S. 570, 57 L. ed. —: 727.
Missouri Pac. Ry. Co. v. Castle, C. C. A., 172 Fed. 841, 844: 1552.
v. Castle, 224 U. S. 541, 56 L. ed. 875: 135.
v. Chicago & A. R. Co., 132 U. S. 191, 33 L. ed. 309: 1588.
v. Fitzgerald, 160 U. S. 556, 16 Sup. Ct. 389, 40 L. ed. 536: 1884, 1886, 1887, 1926, 1927, 1928.
v. Fitzgerald, 160 U. S. 556, 40 L. ed. 536: 153, 2395, 2406.
v. Jones, 170 Fed. 124: 767.
v. Larussi, C. C. A., 161 Fed. 66: 1577.
v. Meeh, C. C. A., 69 Fed. 753, 30 L.R.A. 250: 138.
v. Texas & P. Ry. Co., 30 Fed. 2: 1006.
v. Texas & P. Ry. Co., 33 Fed. 701: 981.
v. Texas & Pac. R. Co. 38 Fed. 775: 1297, 1300.
v. Texas & P. Ry. Co., 41 Fed. 311: 316, 1939.
v. Texas & P. Ry. Co., Blaener, Intervenor, 41 Fed. 319: 981.
v. T. & St. L. Ry. Co., 10 Fed. 497: 869.
Missouri *ex rel.* Rauch v. Bowles Milling Co., 80 Fed. 161: 111.
Missouri Valley Land Co. v. Wiese, 208 U. S. 234, 5 L. ed. 466: 2404.
Mitchell, *Ex parte*, 12 S. C. 83: 990.
Mitchell, *Re*, 116 Fed. 87: 2204.
Re, 171 Fed. 289: 1651.
Re, 175 Fed. 877: 2244.

[References are to pages.]

Mitchell v. Allen, 12 Wendell (N. Y.) 290: 803.
v. Big Six Development Co., 186 Fed. 552: 727, 766.
v. Bunch, 2 Paige (N. Y.) 606, 22 Am. Dec. 669: 1046.
v. Burlington, 4 Wall. 270, 18 L. ed. 350: 1568.
v. Furman, 180 U. S. 402, 45 L. ed. 596: 2369.
v. Hawley, 16 Wall. 544, 21 L. ed. 322: 411.
v. International Tailoring Co., 169 Fed. 145: 690.
v. Manufacturing Co., 2 Story, 648: 332.
v. Overman, 103 U. S. 62, 26 L. ed. 369: 1608.
v. Porter, C. C. A., 194 Fed. 49: 659, 2426.
v. Smale, 140 U. S. 406, 35 L. ed. 442: 87, 1789.
v. Smith, 1 Paige (N. Y.) 287: 1117.
v. Tillotson, 12 Fed. 737: 101.
v. U. S., C. C. A., 196 Fed. 874: 1752, 1753.
v. U. S., 9 Pet. 711, 9 L. ed. 283: 2535.
v. U. S., 15 Pet. 52, 10 L. ed. 658: 2567.
Mitchell Coal & Coke Co. v. Pennsylvania R. Co., C. C. A., 192 Fed. 475: 2363.
Mitchell Engineering & Machinery Co. v. Worthington, 140 Fed. 947: 61.
Mitchell Storebuilding Co. v. Carroll, C. C. A., 193 Fed. 616: 2028, 2096.
Mitzhener v. Robins (Miss.), 19 S. R. 103: 459.
Mix v. Andres Ins. Co., 74 N. Y. 53, 56: 1854.
Mize, *Re*, 173 Fed. 945: 2118.
Moan v. Wilmarth, 3 W. & M. 399: 1541, 1542.
Mobile & O. R. Co., *Ex parte*, 63 Ala. 349: 1882.
Mobile & O. R. Co. v. Tennessee, 153 U. S. 486, 38 L. ed. 793: 2407.
Mobile & M. Ry. Co. v. Jurey, 111 U. S. 584, 596, 28 L. ed. 527, 531: 1597.
Mobile Savings Bank v. Burke, 94 Ala. 125, 10 S. R. 328: 487.
Moch v. Market Street Bank, C. C. A., 107 Fed. 897: 2202, 2203.
Modoc, The, 20 Fed. 398: 2006.
Modoc Co. v. Moxie Nerve Food Co., C. C. A., 162 Fed. 649: 1082.
Modox Co. v. Moxie Nerve Food Co., C. C. A., 162 Fed. 649: 910, 1083, 1084.
Moebus, *Ex parte*, 148 Fed. 39: 1480, 1517.
Moehs v. Rechnitzer, *Re*, 174 Fed. 165, C. C. A., 120 Fed. 244: 2261.
Moelle v. Sherwood, 148 U. S. 21, 37 L. ed. 350: 1396, 2445.
Moench, *Re*, 123 Fed. 977, 10 Am. B. R. 656; criticised, XVII Harv. L. Rev. 131: 2074.
C. C. A., 130 Fed. 685, 12 Am. B. R. 240: 177, 2058, 2074, 2075.
Moench & Sons' Co., *Re*, 123 Fed. 965, 12 Am. B. R. 240: 2051.
Moffat v. Soley, Fed. Cas. No. 9,688, 2 Paine, 103: 192.
v. U. S., 112 U. S. 24, 28 L. ed. 623: 460, 462, 557.
Mogul S. S. Co. v. McGregor, 23 Q. B. D. 598: 871.
Mohawk & Hudson R. R. Co. v. Clute, 4 Paige (N. Y.) 385: 563, 568.
Mohl v. Lamar Canal Co., 128 Fed. 776: 2397.
Mohrstadt v. Mutual Life Ins. Co., 145 Fed. 751: 1309.
Mok Chung v. U. S., C. C. A., 133 Fed. 166: 1498.
Molina v. U. S., 6 Ct. Cl. 269: 2309, 2328.
Moline Plow Co. v. Webb, 141 U. S. 616, 623, 35 L. ed. 879, 881: 1600.
Moline Trust & Savings Bank v. Wylie, C. C. A., 149 Fed. 734: 2474, 2512.
Mollan v. Torrance, 9 Wheat. 537, 538, 6 L. ed. 154: 98, 204.
Moloney v. Am. T. Co., 72 Fed. 801: 1769.
v. Nelson, 158 N. Y. 351: 1655.
Molony v. Massachusetts Loan Ass'n, 53 Fed. 209: 858.
Monarch Corporation, *Re*, 196 Fed. 252: 2035, 2113, 2164.
Re, 177 Fed. 464: 2164.

[References are to pages.]

Monarch Vacuum Cleaner Co. v. Vacuum Cleaner Co., 194 Fed. 172: 351, 684.
Monehan v. Godkin, 100 Fed. 196: 1326.
Moneys in Registry of District Court, *Re*, 170 Fed. 470: 820, 1978.
Money-Weight Scale Co. v. Toledo Computing Scale Co., C. C. A., 199 Fed. 905: 1397.
Monkhouse v. Corporation of Bedford, 17 Ves. 380: 1266, 1394.
Monmouth Inv. Co. v. Means, C. C. A., 151 Fed. 159: 100, 103, 107, 522, 827, 831.
Monongahela Distillery Co., *Re*, 186 Fed. 220: 1571, 2130.
Monongahela Nat. Bank v. Jacobus, 109 U. S. 275, 27 L. ed. 935: 1087.
Monongahela Navigation Co. v. U. S., 148 U. S. 312, 315, 37 L. ed. 463, 464: 372.
Monongahela River Consol. Coal & Coke Co. v. Schimmerer, C. C. A., 196 Fed. 375: 1941.
Monroe, *Re*, 46 Fed. 52: 1480.
Re, 114 Fed. 398: 2255.
Re, 195 Fed. 817: 2097, 2099.
Monroe Lumber Co., *Re*, 186 Fed. 252: 2212.
Monroe v. Williamson, 81 Fed. 977: 1813, 1830, 1884.
Monroe's Case, 27 Ct. Cl. 79: 2347.
Monta, The, 12 Fed. 331: 1946.
Montague & Co. v. Lowry, 193 U. S. 38, 48 L. ed. 608: 460, 18, 1295.
Montalet v. Murray, 4 Cranch, 46, 2 L. ed. 545: 125.
Montana, The, 22 Fed. 715, 730: 1983.
Montana Catholic Missions v. Missoula County, 200 U. S. 118, 50 L. ed. 398: 59.
Montana Co. v. St. Louis Min. & Mfg. Co., 152 U. S. 160, 38 L. ed. 398: 1103, 1163.
Montana Min. Co. v. St. Louis Min. & Mill Co., C. C. A., 147 Fed. 897: 2572.
v. St. Louis Min. & Mill. Co. of Montana, C. C. A., 168 Fed. 514: 864.
v. St. Louis Min. & Mill. Co., 186 U. S. 24, 46 L. ed. 1039: 2384, 2426.
Montana Ore-Purchasing Co. v. Boston & M. C. C. & S. Min. Co., C. C. A., 85 Fed. 867: 88.
v. Boston & M. C. C. & S. M. Co., C. C. A., 93 Fed. 274: 61, 62, 88.
v. Butte & B. Consol. Min. Co., C. C. A., 126 Fed. 168: 2424.
Montana Ry. Co. v. Warren, 137 U. S. 348, 353, 34 L. ed. 681, 683: 1552.
Montana, W. & S. R. Co. v. Morley, 198 Fed. 991: 330.
Monte A., The, 12 Fed. 331: 1952, 1966, 1967.
Montgomery v. Anderson, 21 How. 386: 2433.
v. McDermott, 87 Fed. 374: 171.
v. McDermott, 99 Fed. 502: 148.
v. Petersburg S. & I. Co., C. C. A., 70 Fed. 746: 1035.
Montgomery County v. Cochran, 116 Fed. 985: 1861, 1863, 1864, 1866, 1867, 1909.
v. Cochran, C. C. A., 126 Fed. 456: 2571.
Montgomery Light & Power Co. v. Montgomery Traction Co., 191 Fed. 657: 889.
Montgomery P. S. C. Co. v. Street S. C. Line, 43 Fed. 329: 85.
Montijo v. Owen, 14 Blatchf. 324: 1322, 1429.
Montrose v. Mabie, 30 Fed. 234: 982.
Montserratt Coal Co. v. Johnson County C. M. Co., 42 S. W. 822: 498.
v. Johnson County C. M. Co., 141 Mo. 149: 498.
Monumental Sav. Ass'n v. Fentress, 125 Fed. 812: 854.
Moodalay v. Morton, 1 Bro. C. C. 469: 322.
Moody, *Re*, 131 Fed. 525: 2092.
v. Cole, 148 Fed. 295: 2118.
v. Hebberd, 11 Jur. 941: 800.
v. Shaw, 173 Mass. 375: 138.
Moons v. De Bernales, 1 Russ. 301: 1203.
Moor v. Roberts, 3 C. B. N. S. 671: 1125.
v. Welsh Copper Co., 1 Eq. Cas. Abr. 39: 637, 638, 664.

[References are to pages.]

Moore, *Re*, 75 Fed. 821: 1483.
Re, 104 Fed. 869: 2112.
Re, 111 Fed. 145: 2255.
Re, 209 U. S. 490, 52 L. ed. 904: 1447, 1806, 1829, 1913.
Moore v. Bank of Br. Columbia, 106 Fed. 574: 938.
v. Chicago, St. P., M. & O. Ry. Co., 21 Fed. 817: 110.
v. Crawford, 130 U. S. 122, 140, 32 L. ed. 878, 884: 1263.
v. Edgefield, 32 Fed. 498: 52, 1468.
v. Fidelity Trust Co., 134 Fed. 489: 160.
v. Green, C. C. A., 145 Fed. 472: 2171.
v. Hawkins, 19 How. 69, 15 L. ed. 533: 481.
v. Hudson, Mad. & Geld. 218: 1046.
v. Huntington, 17 Wall. 417, 422, 21 L. ed. 642, 643: 706.
v. Los Angeles I. & S. Co., 89 Fed. 73: 417, 1786, 1801, 1803.
v. Lyttle, 4 J. Ch. (N. Y.) 183: 1181.
v. Marsh, 7 Wall. 515, 19 L. ed. 37: 416.
v. McGuire, 205 U. S. 214, 51 L. ed. 776: 88.
v. Meynell, 1 Dick. 30: 1046.
v. Meynell, 2 Vern. 614, note: 401.
v. Moore, 2 Ves. Sen. 596, 598: 1400, 1401, 1406.
v. Moore, 25 Beav. 8: 925, 1378.
v. Moore, C. C. A., 121 Fed. 737: 2467, 2479.
v. Miller, 5 D. C. App. 413: 986.
v. Nealle, 3 Fed. 650: 2006.
v. North River Const. Co., 19 Fed. 803: 1799.
v. Silver Valley Co., 104 N. C. 534: 518.
v. Simonds, 100 U. S. 145, 25 L. ed. 590: 2464.
v. U. S., 4 Ct. Cl. 139: 2302.
v. U. S., 91 U. S. 271, 23 L. ed. 346: 1090.
v. U. S., 160 U. S. 268, 40 L. ed. 422: 1664.
v. U. S., C. C. A., 159 Fed. 701: 1502.
Moore, Matter of, 209 U. S. 490, 52 Fed. 904: 611, 196, 1913.
Moore Bros. Glass Co. v. Drevet Mfg. Co., 154 Fed. 737: 207.
Moore Printing Typewriter Co. v. National Sav. & Tr. Co., 218 U. S. 422, 427, 54 L. ed. 1093, 1095, note: 568, 1263.
Mootry v. Grayson, C. C. A., 104 Fed. 613, 618: 1394.
Morales, *Re*, 105 Fed. 761, 5 Am. B. R. 425: 2060.
Moran, *Ex parte*, C. C. A., 144 Fed. 594: 1689.
v. Elizabeth, 9 Fed. 72: 1463.
v. Hagerman, C. C. A., 64 Fed. 499: 1394.
v. Hagerman, 151 U. S. 329, 38 L. ed. 181: 2366.
v. Horsky, 178 U. S. 205, 44 L. ed. 1038: 2406.
v. Sturges, 154 U. S. 256, 38 L. ed. 981: 179, 858, 2000.
Morenci Copper Co. v. Freer, 127 Fed. 199: 396, 555.
Moredock v. Kirby, 118 Fed. 180: 583.
Morehead v. Anderson, 100 S. W. 340, 30 Ky. L. Rep. 1137: 794.
Morehouse v. Pacific Hardware & Steel Co., 177 Fed. 337, 339: 2281, 2282, 2284.
Morewood v. Enequist, 23 How. 491, 16 L. ed. 516: 1935.
Morey v. Lockhart, 123 U. S. 56, 8 Sup. Ct. 65, 31 L. ed. 68: 1927.
Morgan, 20 Fed. 298, 28 39 345$..6
Morgan, *Ex parte*, 20 Fed. 298: 1644.
Ex parte, 114 U. S. 174, 29 L. ed. 135: 1446, 1448.
Morgan, *Re*, 101 Fed. 982: 2243.
v. ———, 1 Atk. 408: 1389.
v. Curtenius, 19 How. 8, 15 L. ed. 576: 1471, 2500.
v. Curtenius, 20 How. 1, 15 L. ed. 823: 1568, 1574.
v. Dillingham, 174 U. S. 153, 43 L. ed. 930: 2532.
v. East Tennessee & V. R. Co., 48 Fed. 705: 139.
v. First Nat. Bank of Mannington, C. C. A., 145 Fed. 466: 2284.

[References are to pages.]

Morgan v. Potter, 157 U. S. 195, 39 L. ed. 670: 358.
v. Sammons, 66 S. C. 388, 44 S. E. 966: 790.
v. Thompson, C. C. A., 124 Fed. 203: 2426.
v. U. S., 14 Ct. Cl. 442, 243: 2323, 2324.
v. Wordell, 178 Mass. 350, 55 L.R.A. 33: 2202.
Morgan & Williams, *Re*, 184 Fed. 938: 2068, 2067.
Morgan County v. Allen, 103 U. S. 515, 26 L. ed. 504: 2534.
Morgan's C. & T. R. S. S. Co. v. Texas C. R. Co., 137 U. S. 171, 34 L. ed. 625: 704.
Morgan's Heirs v. Morgan, 2 Wheat. 290, 4 L. ed. 242: 98, 409.
Morgan L. & T. S. S. Co. v. De Arrotegui, 25 Fed. 624: 1966.
Morgan's L. & T. R. & S. S. Co. v. Moran, 91 Fed. 22: 971, 1248.
v. Texas Cent. Ry. Co., 137 U. S. 171, 34 L. ed. 625: 143, 145, 703, 962.
Mori v. Pearsall, 14 Misc. (N. Y.) 251, 35 N. Y. Supp. 829: 792.
Morison v. Moat, 9 Hare, 241: 847.
Morrall v. Prichard, 11 Jur. (N. S.) 969: 800.
Morrell v. Morrell, 83 Conn. 479, 77 Atl. 1: 654.
v. U. S., 7 Ct. Cl. 421: 2302.
Morill v. American Reserve Bond Co., 151 Fed. 305: 156, 392, 393, 947.
v. Jones, 106 U. S. 466, 27 L. ed. 267: 2547.
Morris, *Ex parte*, 9 Wall. 605, 19 L. ed. 799: 2561, 2562.
Re, 115 Fed. 591: 2261.
Re, 154 Fed. 211: 2148, 2187.
v. Bean, 146 Fed. 321: 36, 208, 1260.
v. Clark Constr. Co., (D. S. C.) 140 Fed. 756: 125.
v. Dunbar, C. C. A., 149 Fed. 406: 2423.
v. Elme, 1 Ves. Jr. 139: 975.
v. Gilmer, 129 U. S. 315, 32 L. ed. 690: 132, 1170, 1915.
v. Hayward, 6 Taunt. 569: 1378.
v. Holland, 10 Tex. Civ. App. 474, 559.
Morris v. Lindauer, C. C. A., 54 Fed. 23, 4 C. C. A. 162, 6 U. S. App. 510: 120.
v. Louisville & N. R. Co., 175 Fed. 491: 1784, 1786.
v. Morris, 2 Phill. 205, 208: 1112.
v. Shelbourne, 8 Blatchf. 266: 912.
v. Taylor, 23 N. J. Eq. 131: 1211.
v. U. S., C. C. A., 149 Fed. 123: 1715.
v. U. S., C. C. A., 161 Fed. 672, 681, 88 C. C. A. 532, 541: 1713.
v. U. S., C. C. A., 168 Fed. 682: 1739.
v. U. S., C. C. A., 185 Fed. 73: 2563, 2565.
Morris E. & A. Ex. Co. v. U. S., 94 Fed. 643: 314.
Morris & Co. v. Whitley, C. C. A., 183 Fed. 764, 765: 331, 332.
Morris's Cotton, 8 Wall. 507, 19 L. ed. 481: 2561.
Morrisdale Coal Co. v. Pennsylvania R. Co., C. C. A. 183 Fed. 929: 2362, 2414.
Morrison, *Re*, 147 U. S. 14, 13 Sup. Ct. 246, 37 L. ed. 60: 1442, 1449, 1451, 1991, 1992, 1999, 2000.
Morrison v. Arnold, 19 Ves. 670: 1114, 1115.
v. Bernards Tp. 35 Fed. 400: 25 St. at L. 357: 1309, 1603.
v. Marker, 93 Fed. 692: 333, 595.
v. Burnette, C. C. A., 151 Fed. 617: 2477.
Morriss, *Re*, 40 Fed. 821: 1183.
Morrissey, *Re*, 137 U. S. 157, 158, 34 L. ed. 644, 645: 1501, 1523, 2358.
Morrow, *Re*, 97 Fed. 574: 2251
v. U. H. Dudley & Co., 144 Fed. 441: 603, 605.
v. U. S., 44 Fed. 405: 1312.
Morrow Shoe Mfg. Co. v. New Eng Shoe Co., 60 Fed. 341: 346.
Morning Journal Ass'n v. Rutherford, C. C. A., 46 L.R.A 803, 51 Fed. 513, 516: 2543
v. Smith, C. C. A., 56 Fed. 141: 1125, 1129, 1579.
Morse, *Re*, 117 Fed. 763: 1605.

[References are to pages.]

Morse, *Re*, 168 Fed. 157: 2236.
v. Anderson, 150 U. S. 156, 37 L. ed. 1037: 1591, 1592.
v. Montana Ore P. Co., 105 Fed. 337: 1586, 1587.
v. South, 80 Fed. 206: 99, 107.
v. U. S., 161 Fed. 429, 433: 1679.
v. U. S., C. C. A., 168 Fed. 49: 2523.
v. U. S., C. C. A., 174 Fed. 539: 1751.
Morsell v. Hall, 13 How. 212, 14 L. ed. 117: 749.
v. Hall, 13 How. 212, 14 L. ed. 117: 749.
Morse Iron Works & Dry Dock Co., *Re*, 154 Fed. 214: 2270.
Morsell v. Hall, 13 How. 212, 14 L. ed. 117: 2423.
v. Hall, 13 How. 212, 14 L. ed. 117: 1530.
Morss v. Franklin Coal Co., 125 Fed. 998: 2122.
v. Franklin Coal Co., 125 Fed. 998: 2122.
Morton, *Re*, 118 Fed. 908: 2148, 2193.
v. La Roche (S. D. N. Y.), 116 Fed. 1022: 1335.
v. Llewellyn, C. C. A., 164 Fed. 693: 673, 674.
v. Mutual Life Ins. Co., 105 Mass. 141, 7 Am. Rep. 505: 139.
v. U. S., 59 Fed. 349: 1304.
Morton Tr. Co. v. Am. Car & Foundry Co., C. C. A., 129 Fed. 916: 527.
v. Am. Car & Foundry Co., 161 Fed. 546: 530.
v. Keith, 150 Fed. 606: 1164.
v. Metropolitan St. Ry. Co., 168 Fed. 941: 828.
v. Metropolitan St. Ry. Co., 170 Fed. 336, 337: 1244, 1544, 1546.
v. Metropolitan St. Ry. Co., 179 Fed. 1010: 1242.
v. Standard Steel Car Co., C. C. A., 177 Fed. 931: 881.
Mosby v. U. S., 133 U. S. 273, 33 L. ed. 625: 2324.
Moses, *Ex parte*, 53 Fed. 346: 1101.
v. Lawrence County Bank, 149 U. S. 298, 303, 37 L. ed. 743, 745: 1576.
v. Macferlan, 2 Burr. 1005: 316.
Moses v. Mayor, 15 Wall. 387, 21 L. ed. 176: 1259.
Moses Taylor, The, 4 Wall. 411, 18 L. ed. 397: 1935.
v. U. S., 166 U. S. 571, 598, 41 L. ed. 1119, 1129: 1066.
v. Wooster, 115 U. S. 285, 288, 29 L. ed. 391, 392: 738, 739, 760, 761, 2360, 2453, 2456.
Moss & Co. v. McCarthy, 191 Fed. 202: 862.
Mosgrove v. Kountze, 14 Fed. 315: 765.
Mosher v. Heydrick, 30 How. Pr. (N. Y.) 161: 1083.
v. Joyce, 51 Fed. 441: 1235.
Mosley v. Taylor, 1 Keen. 601: 459.
v. Taylor, 2 Y. & J. 520: 459.
Moss v. Baldock, 1 Phila. 118: 1399.
v. City of Pittsburg, C. C. A., 184 Fed. 325: 1553.
v. Cochn, 158 N. Y. 240: 492.
v. Crimmins, 30 Misc. (N. Y.) 300, 63 N. Y. Supp. 416: 794.
v. Mailings, 33 Ch. D. 603: 795.
Moss Nat. Bank v. Arend. C. C. A., 146 Fed. 351: 2073, 2074.
Moss & Co. v. McCarthy, 191 Fed. 202: 174.
Mossberg v. Nutter, C. C. A., 124 Fed. 996, 2506, 2514.
Mossman v. Higginson, 4 Dallas, 12, 1 L. ed. 720: 125.
Motes v. U. S., 178 U. S. 458, 44 L. ed. 1150: 2372.
Motherwell v. U. S., *ex rel.* Alexandroff, C. C. A., 107 Fed. 437, 440: 1515.
Motion Picture Patents Co. v. N. Y. Motion Picture Co., 174 Fed. 51: 878.
v. Laemmle, 178 Fed. 104: 875.
v. Laemmle, 186 Fed. 641: 1362.
v. Yankee Film Co., C. C. A., 201 Fed. 63, reversing 192 Fed. 134: 1280, 1296.
Motley, Green & Co. v. Detroit Steel & Spring Co., 161 Fed. 389: 1430.
v. Detroit Steel & Spring Co., 174 Fed. 731: 1127.
Mott v. Mott, 22 Atl. 797: 481, 490.
v. Mott, 49 N. J. Eq. 177: 490.
v. U. S., 3 Ct. Cl. 218: 2327.
Motte v. Bennett, 2 Fisher, 642: 874.

[References are to pages.]

Motteux v. London Assur. Co., 1 Atk. 545: 316.
Mottley v. Louisville & N. R. Co., 150 Fed. 406: 38.
Mould v. Importers & Traders' Nat. Bank, 72 App. Div. (N. Y.) 30, 33: 2206, 2214.
Moulton v. Coburn, C. C. A., 12 Am. B. R. 553: 2062.
v. Coburn, C. C. A., 131 Fed. 201, 12 Am. B. R. 553: 2059, 2061, 2062, 2119.
Mound City Co. v. Castleman, 171 Fed. 520: 630, 669, 781.
v. Castleman, C. C. A., 187 Fed. 921: 156, 158.
Mound Mines Co. v. Hawthorne, C. C. A., 173 Fed. 882: 2110, 2281.
Mounsey v. Burnham, 1 Hare, 15: 687.
Mt. Adams & E. P. Inclined Ry. Co. v. Lowery, C. C. A., 74 Fed. 463, 473: 1584.
Mt. Desert, The, 186 Fed. 395: 1958, 1959.
Mount Pleasant v. Beckwith, 100 U. S. 514, 530, 25 L. ed. 699, 703: 364.
Mt. Washington R. Co. v. Coe, 50 Fed. 637: 1809, 1815, 1816.
Mountain Ry. Co. v. Houston, 32 Fed. 711: 1825.
Mountain View Min. & Mill Co. v. McFadden, 180 U. S. 533, 21 Sup. Ct. 488, 45 L. ed. 656: 1917.
Mouseley v. Basnett, 1 Ves. & B. 382, n.: 1185.
Mower v. Fletcher, 114 U. S. 127, 29 L. ed. 117: 2421, 2425.
Mowery v. Southern Ry. Co., 129 N. C. 351, 40 S. E. 88: 137.
Mowrey v. Indianapolis & C. R. Co., Fed. Cas. No. 9,891, 4 Bissell, 78: 192.
Mowry v. Whitney, 14 Wall. 434, 440, 20 L. ed. 858, 859: 1528.
Moy v. Mercer County, 30 Fed. 246: 1428, 1432.
Moy Chee Kee, *Re*, 33 Fed. 377: 1310.
Moyer, *Re*, 93 Fed. 188: 2069.
v. Chicago, M. & St. P. Ry. Co., 168 Fed. 105: 1913.
Moyes v. Stirling Co., 71 Fed. 43: 84.
M. S. & L. Ry. Co. v. Brooks, 2 Ex. D. 243: 699.
Mudd, *Re*, 105 Fed. 348: 2243.
Mudgett v. Gager, 52 Maine, 541: 437.
Mueller, C. C. A., 135 Fed. 711: 2280, 2282, 2285, 2287.
v. Bruss, 112 Wis. 406: 2172.
v. Nugent, 184 U. S. 1, 46 L. ed. 405, 22 Sup. Ct. 269: 2029, 2076, 2110, 2111, 2114, 2128, 2162, 2295, 2296.
v. Tenth St., etc., Ferry Co., 38 App. Div. (N. Y.) 622, 56 N. Y. Supp. 310: 793, 794.
Muhlker v. New York & Harlem R. Co., 197 U. S. 544, 49 L. ed. 872: 1575, 2397.
Mulcahey v. Lake Erie & W. R. Co., 69 Fed. 172: 1912.
Muhlenberg County v. Dyer, C. C. A., 65 Fed. 634: 1469 2356.
v. Citizens' Nat. Bank, 65 Fed. 537: 590.
Mulford v. Fourth Street Nat. Bank, C. C. A., 177 Fed. 897: 2278, 2285, 2293.
Mulock v. Byrnes, 129 N. Y. 23: 2257.
Mulqueen v. Schlichter Jute Cordage Co., 108 Fed. 931: 1431.
Mullan v. U. S., 118 U. S. 271, 30 L. ed. 170: 462.
Mullee, *Re*, 7 Blatchf. 23: 1367, 1375.
Muller, *Re*, 17 Fed. Cas. No. 9,913, 5 Phila. (Pa.) 289: 1637.
v. Dows, 94 U. S. 444, 24 L. ed. 207: 135, 138, 208, 204, 316, 417, 658, 1038, 1260, 1261, 2525.
v. Ehlers, 91 U. S. 249, 23 L. ed. 319: 1591, 1592.
v. Kelly, C. C. A., 125 Fed. 212: reversing 116 Fed. 545: 1334.
Mullin v. Blumenthal (Delaware), 39 Atl. 991: 1884.
Mullinix v. Simon, C. C. A., 196 Fed. 775: 2218.
Munma v. Potomac Co., 8 Pet. 281, 22 L. ed. 687: 741.
Mumford Rubber Tire Co. v. Consolidated Rubber Tire Co. (S. D. N. Y.) 130 Fed. 496: 1811.
v. Mumford, 1 Gall. 376: 354, 633.

[References are to pages.]

Munn v. Owens, 2 Dill. 475: 1087.
Muncie Pulp Co., *Re*, C. C. A., 139 546: 2105, 2111, 2112.
Mundy v. Kendall, 23 Fed. 591: 913.
v. Louisville & N. Ry. Co., C. C. A., 67 Fed. 633: 1274.
v. Stevens, C. C. A., 61 Fed. 77, 86: 2542.
Mungall v. Bursley, 51 N. Y. App. Div. 380, 64 N. Y. Supp. 674: 792.
Munger Vehicle Tire Co., *Re*, 168 Fed. 910: 2129.
Municipal Inv. Co. v. Gardiner, 62 Fed. 954: 595, 1173.
Municipal S. Co. v. Gamewell F. A. Tel. Co., 77 Fed. 452: 1408.
Muncie Pulp Co., *Re*, 151 Fed. 732, 733: 996.
Munks v. Jackson, 66 Fed. 571, 13 C. C. A., 641: 1979.
Munn, *Ex parte*, 140 Fed. 782: 1480.
Munns v. Dupont, 3 Wash. C. C. 31: 1154.
Munro, *Re*, 195 Fed. 817: 2039.
Re, 197 Fed. 450: 2254.
Munsell v. Court of Oyer & Terminer, 101 N. Y. 245: 1355.
Munson v. Mayor, 19 Fed. 313: 928.
v. McClaughry, C. C. A., 198 Fed. 72: 1479.
Munson S. S. Line & Miramar S. S. Co., C. C. A., 167 Fed. 960, 93 C. C. A., 360: 1986, 1971, 2523.
Murdock v. Memphis, 20 Wall. 590, 22 L. ed. 429: 2404, 2406, 2408.
v. Ward, 178 U. S. 139, 44 L. ed. 1009: 2549.
Murphy, *Re*, 1 Woolw. 141: 1503.
Re, 87 Fed. 549: 1482.
Murphy v. East Portland, 42 Fed. 308: 328, 474, 514.
v. Herring-Hall-Marvin Safe Co., 184 Fed. 495: 609, 812.
v. Jeck, 142 N. Y. 215, 218: 908.
v. John Hofman Co., 211 U. S. 562, 53 L. ed. 327: 2024, 2038, 2098, 2110.
v. Oldis, 2 Molloy, 475: 1293.
v. Payette Alluvial Gold Co., 98 Fed. 321: 1846.
v. U. S., 3 Ct. Cl. 212: 2306.
v. U. S., 15 Ct. Cl. 217: 2349.
Murrell, The, 188 Fed. 727: 1995, 2003.
Murtagh v. Philadelphia, 1 Weekly Notes of Cases, 37: 867.
Murray, *Ex parte*, 66 Fed. 297: 1477.
Murray, *Re*, 96 Fed. 600, 3 Am. B. R. 601: 2056, 2057, 2089, 2125.
v. Benbow, 6 Petersd. Abr. 559: 885, 886.
v. Bogue, 1 Drew, 353: 884.
v. Chicago & N. W. Ry. Co., 62 Fed. 24: 1572.
v. Chicago & N. W. Ry. Co., C. C. A., 92 Fed. 868, 35 C. C. A. 62: 58, 643.
v. City of Pocatello, 226 U. S. 318, 57 L. ed. —: 656.
v. Hoboken Land & Improvement Co., 18 How. 272, 287, 15 L. ed. 372: 1621.
v. Holden (W. D. Mo.), 2 Fed. 740: 1817.
v. Joseph, 146 Fed. 260: 2118.
v. Ferryboat, 2 Fed. 86: 2007.
v. Louisiana, 163 U. S. 101, 41 L. ed. 87: 1876.
v. Northwestern R. Co., 64 S. C. 520, 42 S. E. 617: 319.
v. Orr & Locket Hardware Co., C. C. A., 153 Fed. 369: 765, 766, 777, 1221.
v. Overstoltz, 8 Fed. 110: 861.
v. Patrie, Fed. Cas. No. 9,967: 1762.
v. Ferry-Boat F. B. Nimick, The, 2 Fed. 86: 1934.
v. Vanderbilt, 39 Barb. (N. Y.) 140: 943, 977.
Murray Co. v. Continental Gin Co., 126 Fed. 533: 477.
Muse v. Arlington Hotel Co., 168 U. S. 430, 42 L. ed. 531: 2369, 2370.
Muser, *Re*, 49 Fed. 831: 314.
Musgrave v. Parry, 2 Vern. 710: 358, 865.
Mustin, *Re*, 165 Fed. 506: 2094.
Mussel v. Morgan, 3 Bro. Ch. R. 74, 79: 1417.
Musselman v. Marquis, 1 Bush (Ky.) 463, 89 Am. Dec. 637: 869.
Mussey, *Re*, 179 Fed. 1007: 2221.
Mussina v. Cavazos, 6 Wall. 355, 18 L. ed. 810: 1590, 2461, 2464, 2465, 2466, 2495.

[References are to pages.]

Mutual Ben. Life Ins. Co. v. Robinson, 22 L.R.A. 325, 58 Fed. 723: 1055, 1088.
v. Robinson, 58 Fed. 723: 1140.
v. Champlin, 22 Blatchf 334, 21 Fed. 85: 1787.
v. Champlin (S. D. N. Y.), 21 Fed. 85: 1811, 1819.
Mutual L. Ins. Co. v. Allen (Massachusetts), 134 Mass. 389: 1794.
v. Conoley, C. C. A., 63 Fed. 180: 2478.
v. Farmers' & Mechanics' Nat. Bank, 173 Fed. 390, 402: 567, 1336.
v. Fleischman, 149 App. Div. (N. Y.) 23: 178.
v. Goddard, 33 N. J. Eq. 482: 1250.
v. Griesa, 156 Fed. 398: 321, 1103, 1117.
v. Hillmon, 145 U. S. 285, 36 L. ed. 707: 1545, 1547, 1551.
v. Kelly, C. C. A., 114 Fed. 268: 1566.
v. Lane, 151 Fed. 276: 1332, 1336.
v. Langley, 145 Fed. 415: 1853, 1855, 1856, 1908.
v. McGrew, 188 U. S. 291, 47 L. ed. 480, 63 L.R.A. 33: 2406.
v. Patterson, 28 Pittsb. Leg. J. (N. S.) 413: 1529.
v. Pearson, 114 Fed. 395: 321.
v. Phinney, 178 U. S. 327, 336, 44 L. ed. 1088: 321, 2461.
v. Raymond, 118 N. Y. App. Div. 828, 103 N. Y. Supp. 839: 789.
v. Selby, C. C. A., 72 Fed. 980: 1088.
Mutual Life Ins. Co. of N. Y. v. Cockrell, N. Y. Sup. Ct. Sp. Tm.: 2164.
v. Smith, C. C. A., 33 L.R.A. (N.S.) 439, 184 Fed. 1: 2161.
Mutual Mercantile Agency, *Re*, 111 Fed. 152: 2074, 2075.
Mutual Reserve L. Ins. Co. v. Birch, 200 U. S. 612, 50 L. ed. 620: 2561.
v. Farmer, C. C. A., 77 Fed. 929: 118, 1787, 1802.
v. Ferrenbach, C. C. A., 7 L. R.A.(N.S.) 1163, 144 Fed. 312: 2571.
Mutual Reserve L. Ins. Co. v. Heidel, C. C. A., 161 Fed. 535: 2557.
v. Phelps, 190 U. S. 147, 47 L. ed. 987: 145.
M. W. Wright, The, 1 Brown Adm. 290: 2007.
Myers, *Re*, 90 Fed. 691: 2197.
Re, 99 Fed. 691: 2197, 2208.
v. Chicago & Northwestern Ry. Co., 118 Iowa, 312, 324, 91 N. W. 1076: 1809, 1774.
v. Cunningham, 44 Fed. 346: 1428, 1432.
v. Dorr, 13 Blatchf. 22: 712.
v. Fenn, 5 Wall. 205, 18 L. ed. 604: 822, 838.
v. Fultz, 124 Ia. 437: 2183.
v. Kessler, C. C. A., 142 Fed. 730: 2554, 2555.
v. Luzerne County, 124 Fed. 436: 145.
v. Murray, Nelson & Co., 43 Fed. 695, 11 L.R.A. 216: 1841.
v. State, 21 W. L. Bull. 404: 1355.
v. Union Pac. Ry. Co., 16 Fed. 292, 3 McCrary, 578: 79, 1826.
v. Wheeler, 24 App. Div. (N. Y.) 327, 48 N. Y. Supp. 611: 696.
Myers Excursion & Navigation Co., *Re*, 57 Fed. 240, 242: 1993.
Myrtle M. Ross, The, C. C. A., 160 Fed. 19: 2474, 2475.
Myrtle v. Nevada C. & O. Ry. Co., 137 Fed. 193: 60, 65.
Myrick v. Michigan Cent. R. Co., 107 U. S. 102, 109, 27 L. ed. 325, 327: 1569, 1570.

N.

Nabob of the Carnatic v. East India Co., 1 Ves. Jr. 374, 385: 732.
Nachman, *Re*, 114 Fed. 995: 2140.
Nadia, The, 18 Fed. 729: 1967.
Naftzger v. U. S., C. C. A., 204 Fed. 494: 1667, 1717.
Naganab v. Hitchcock, 202 U. S. 473, 50 L. ed. 1113: 382.
Nahant v. U. S., C. C. A., 69 L.R.A. 723, 136 Fed. 273: 1610.

[References are to pages.]

Nalder v. Hawkins, 2 M. & K. 243: 357.
Nalle v. Young, 160 U. S. 624, 40 L. ed. 560: 350, 407, 436.
Nanney v. Tottey, 11 Price, 117: 755.
Napier v. Westerhoff, 153 Fed. 985: 765, 776.
Naretti v. Scully, 133 Fed. 828: 1961.
Naroma Chocolate Co., *Re*, 178 Fed. 383: 2048.
Nash v. Harshman, 149 U. S. 263, 37 L. ed. 727: 2448.
v. Ingalls, 79 Fed. 510: 1017.
v. McNamara, 145 Fed. 541: 1808, 1921.
v. Williams, 20 Wall. 226, 22 L. ed. 254: 1087, 1141.
Nashua & L. Corp. v. Boston & L. R. Corp. 51 Fed. 929, 931: 2508, 2520.
v. Boston & L. R. Corp. C. C. A., 61 Fed. 237: 2497, 2505.
v. Boston & L. R. R. Corp., 136 U. S. 356, 34 L. ed. 363: 136, 138, 140.
Nashua Sav. Bank v. Anglo-American Land, Mtge. & Agency Co., 189 U. S. 221, 228, 47 L. ed. 782, 785: 1089.
Nashville v. Cooper, 6 Wall. 247, 18 L. ed. 851: 1921.
Nashville, C. & St. L. Ry. Co. v. McConnell, 82 Fed. 65: 36, 37, 51, 504, 853.
v. Railroad Commission of Alabama, 171 Fed. 223: 926.
v. Taylor, 86 Fed. 168. See C. C. A., 88 Fed. 350: 60, 67, 76.
v. U. S., 113 U. S. 261, 28 L. ed. 971: 2304.
Nashville Grain Exch. v. U. S. (Commerce Ct.) 191 Fed. 37: 830.
Nashville Ry. & Light Co. v. Bunn, C. C. A., 168 Fed. 862: 1012, 2358.
Nassau El. R. Co. v. Sprague El. R. & M. Co., C. C. A., 95 Fed. 415: 2357.
Nathan, *Re*, 92 Fed. 590: 2099.
Re, C. C. A., 200 Fed. 379: 2130.
Nathanson, *Re*, 152 Fed. 858: 2240, 2243.
Re, 155 Fed. 645: 2240, 2241, 2242.
National Accident Society v. Spiro, 164 U. S. 281, 41 L. ed. 435: 609, 1780, 1894.
National Bank v. Bank of Commerce, 99 U. S. 608, 25 L. ed. 362: 2468.
v. Carpenter, 101 U. S. 567, 568, 25 L. ed. 815, 816: 649, 650, 716, 734, 1182, 2546.
v. Colby, 21 Wall. 609, 22 L. ed. 687: 741.
v. Insurance Co., 95 U. S. 673, 679, 24 L. ed. 563, 565: 2541.
v. Insurance Co., 104 U. S. 54, 72, 26 L. ed. 693, 701: 317, 320, 741.
v. Kentucky, 9 Wall. 353, 19 L. ed. 701: 2547.
v. Kimball, 103 U. S. 732, 26 S. 732, 26 L. ed. 469: 555, 556, 924.
v. McGahan, 45 Fed. 280: 2486.
v. Omaha, 96 U. S. 737, 24 L. ed. 881: 2480.
Nat. Bank of Augusta v. Carolina, K. & W. R. Co., 63 Fed. 25: 968.
Nat. Bank of Battle Creek v. Howard, Special Term, N. Y. Sup. Ct. March 20, 1907, N. Y. L. U. March 21, 1907: 1788.
National Bank of Commerce v. Allen, 90 Fed. 545: 1900.
v. Cleveland, 156 Fed. 251: 1320.
v. Downie, 218 U. S. 345: 2322.
v. Downie, C. C. A., 161 Fed. 839: 2322.
v. Rockefeller, C. C. A., 174 Fed. 22: 2250.
v. Wade, 84 Fed. 10: 83.
National Bank of Lyndon v. Wells River Mfg. Co., 7 Fed. 750: 111.
Nat. Bank of Newport, N. Y. v. Nat. Herkimer County Bank of Little Falls, 225 U. S. 178, 56 L. ed. 1012: 2180.
National Bank of Rondout v. Smith, 156 U. S. 330, 39 L. ed. 441: 2430.
National Bank of the Republic of Hobbs, 118 Fed. 626, 9 Am. B. R. 190: 2026, 2033.

[References are to pages.]

National Brodway Bank v. Barker, 16 N. Y. Suppl. 75, 40 N. Y. St. 771: 1084.
Nat. Cash Reg. Co. v. Amer. C. R. Co., C. C. A., 53 Fed. 367: 876.
v. Boston Cash I. & R. Co., 41 Fed. 51: 855.
v. Leland, C. C. A., 77 Fed. 242: 1162.
v. Leland, C. C. A., 94 Fed. 502: 1162, 2529.
v. Navy C. R. Co., 99 Fed. 565: 880.
v. Union Comp. Mach. Co., 143 Fed. 342: 649.
National Casket Co. v. N. Y. & Brooklyn Casket Co., 185 Fed. 533: 67, 535, 542.
v. Stolts, C. C. A., 135 Fed. 534: 405.
National Docks & N. J. Junction Connecting R. Co. v. Pennsylvania R. Co. (New Jersey), 52 N. J. Eq. 58, 28 Atl. 71: 1790, 1792, 1804, 1882.
National El. Signaling Co. v. Telefunken Wireless Telegraph Co., 194 Fed. 893: 197, 198.
v. Telefunken Wireless Tel. Co., C. C. A., 200 Fed. 591: 934.
National Enameling & Stamping Co., *Re*, 201 U. S. 156, 50 L. ed. 707: 2431, 2434, 2473.
National F. Co. v. Moline M. I. Works, 18 Fed. 863: 606, 610.
National Fire Ins. Co. v. Sackett, 11 Paige (N. Y.) 660: 619.
National F. B. & P. Co. v. Dayton P. N. Co., 91 Fed. 822: 1231.
Dayton Paper Novelty Co., 95 Fed. 991, 994: 1224.
v. Dayton P. N. Co., 97 Fed. 331, 333: 1226, 1282.
Nat. Foundry & Pipe Works v. O'Conta City Water-Supply, C. C. A., 113 Fed. 793: 175, 661.
v. Oconto Water-Supply Co., 183 U. S. 216, 46 L. ed. 157: 175, 664.
National Harrow Co., v. Hench, 81 Fed. 1005: 2480.
Nat. Heeling Mach. Co. v. Abbott, 77 Fed. 462: 879, 880.
Nat'l Hollow Brake Beam Co. v. Interchangeable Brake Beam Co., 83 Fed. 26: 625, 1116.
Nat. Home v. Parrish, C. C. A., 194 Fed. 940: 1197.
National Hotel & Cafe Co., *Re*, 138 Fed. 947: 2070.
National Live Stock Bank of Chicago v. National Bank of Geneseo, 203 U. S. 296, 51 L. ed. 192: 2356, 2357, 2360.
Nat. Mfg. Co. v. Meyers, 7 Fed. 355: 676.
National Masonic Ass'n v. Sparks, 83 Fed. 225: 133, 1432.
National M. B. Ass'n v. Mariposa Co., 60 Barb. (N. Y.) 423: 1039.
Nat. Mechanical Directory Co. v. Polk, 121 Fed. 742: 406.
National Mercantile Agency, *Re*, (E. D. Pa.) 128 Fed. 639: 362, 2109.
National Metal Weather Strip Co. v. Bredin, C. C. A., 186 Fed. 490: 529.
National Mining Exploration Co., *Re*, 193 Fed. 232: 1240, 1241, 1248, 1251, 1252.
Nat. Nickel Co. v. Nevada Nickel Syndicate, C. C. A., 112 Fed. 44, 46: 1431.
National Phonograph Co. v. Am. Graphophone Co., 136 Fed. 231: 923, 927.
v. Schlegel, 117 Fed. 624: 913.
National Pole Co. v. Chicago & N. W. Ry. Co., 200 Fed. 185: 302.
Nat. Protective Ass'n v. Cumming, 53 App. Div. (N. Y.) 227: 871.
Nat. St. Bank v. Boylan, 2 Abb. N. C. (N. Y.) 216: 703.
National Steamship Co. v. Tugman, 67 Fed. 16: 1278.
v. Tugman, 82 Fed. 246, 27 C. C. A. 116: 1885.
v. Tugman, 106 U. S. 118, 1 Sup. Ct. 58, 27 L. ed. 87: 1842, 1884, 1890.
v. Tugman, 143 U. S. 28, 36 L. ed. 63: 1058.
v. Tugman, 143 U. S. 28, 12 Sup. Ct. 361, 27 L. ed. 87: 1910.

[References are to pages.]

National Surety Co. v. Cincinnati, N. O. & T. P. Ry. Co., C. C. A., 145 Fed. 34: 1562.
v. Kansas City Hydraulic Press Brick Co., C. C. A., 182 Fed. 54: 2572.
v. State Bank, C. C. A., 61 L. R.A. 394: 120 Fed. 593: 323.
v. U. S., C. C. A., 200 Fed. 142: 1561.
National T. Co. v. Miller, 33 N. J. Eq. 155, 158: 997.
Nat. Tube Works Co. v. Ballou, 146 U. S. 517, 13 Sup. Ct. 165, 36 L. ed. 1070: 324.
Nat. Typ. Co. v. N. Y. Typ. Co., 46 Fed. 144: 874.
National Union Bank v. Dodge, 42 N. J. Law (13 Vroom.) 316: 1883, 1884, 1889.
Nations v. Johnson, 24 How. 195, 16 L. ed. 628: 2469, 2547.
Natschke, *Re*, 193 Fed. 284: 2162.
Nauman Co. v. Bradshaw, 193 Fed. 350, 354, 113 C. C. A., 274: 1184, 2177, 2199, 2281.
Nauvoo v. Ritter, 97 U. S. 389, 24 L. ed. 1050: 2548.
Nazima Trading Co. v. Martin, C. C. A., 164 Fed. 838: 2287.
Nazro v. Cragin, 3 Dill. 474: 1531, 1532.
Nead v. Millersburg H. W. Co., 79 Fed. 129: 1300.
Neagle, *Re*, 135 U. S. 1, 42, 34 L. ed. 55, 63: 176, 1345, 1346, 1346, 1479, 1516, 1521, 1523, 2358, 2359.
Re, 39 Fed. 833: 1345, 1346.
Neal v. Delaware, 103 U. S. 370, 26 L. ed. 567: 1876.
v. Foster, 34 Fed. 496, 498: 692, 703, 704.
v. Rathell, 17 Atl. 566: 492, 496.
v. Rathell, 70 Md. 592: 492, 496.
Neale v. Foster, 31 Fed. 53 (12 Sawy. 424): 1859, 1913.
v. Neales, 9 Wall. 1, 19 L. ed. 590: 722.
Neall v. Curran, 93 Fed. 831: 1949.
Neal's Case, 36 Ct. Cl. 49: 375.
Neasmith, *Re*, C. C. A., 147 Fed. 160: 2121, 2122, 2123.
Nebraska, *Ex parte*, 209 U. S. 436, 52 L. ed. 876: 110, 398, 1447, 1450.
Nebraska City Nat. Bank v. Nebraska City H. G. L. Co., 14 Fed. 763: 1180, 1181.
Nederland L. I. Co. v. Hall, 84 Fed. 278: 1425.
v. Hall, 86 Fed. 741: 1325.
Needham v. Smith, 2 Verm. 463: 1399.
v. Wilson, 47 Fed. 97: 103.
Neel v. Pennsylvania Co., 157 U. S. 153, 15 Sup. Ct. 589, 39 L. ed. 654: 1838.
Neely, *Re*, C. C. A., 113 Fed. 210: 2100.
Re, 134 Fed. 667: 2251, 2252.
Neff, *Re*, C. C. A. (N. S.), 349, 157 Fed. 57: 2201.
Neimann, *Re*, 124 Fed. 738: 2160.
Nellie Peck, The, 25 Fed. 463: 1317.
Nellis v. McLanahan, 6 Fisher's Pat. Cas. 286: 534.
v. Pennock Mfg. Co., 38 Fed. 379: 714.
Nelson, *Re*, 98 Fed. 76: 2076, 2081.
Re, 179 Fed. 320: 2252.
Re, 191 Fed. 233, S. D.: 2177.
v. Barker, 3 McLean, 379: 814.
v. Camp, C. C. A., 191 Fed. 712: 155, 860.
v. Eaton, C. C. A., 66 Fed. 370: 616, 622, 728.
v. First Nat. Bank, 70 Fed. 526: 1418.
v. Hennessey, 33 Fed. 113: 1782.
v. Hill, 5 How. 127, 132, 12 L. ed. 81, 83: 503, 508, 509.
v. Husted, 182 Fed. 921: 595, 609.
Nelson et al. v. Meehan et al., C. C. A., 12 L.R.A.(N.S.) 374, 155 Fed. 1: 2424, 2432, 2556.
v. Southern Ry. Co., 172 Fed. 478: 62.
v. Svea Pub. Co., 178 Fed. 136: 2173, 2177.
v. U. S., 201 U. S. 92, 114, 50 L. ed. 673, 685: 1369, 1382, 2424.
v. U. S., 35 Ct. Cl. 427: 370.
v. U. S., 1 Pet. C. C. 236: 1155, 1159.
v. Woodruff, 1 Black, 156, 17 L. ed. 97: 1145, 2548.
Nelson Morris & Co. v. Hill, 89 Fed. 477: 1353.
Neptune Steam Nav. Co. v. Sullivan Timber Co., 37 Fed. 159: 1940.

[References are to pages.]

Nerve Food Co. v. Baumbach, 32 Fed. 205: 503.
Nesbit v. Amboy, 36 Fed. 925: 1964.
v. North Georgia El. Co., 156 Fed. 979: 942, 945.
Nesbitt v. Riverside Ind. Dist., 144 U. S. 610, 36 L. ed. 562: 669.
Nesmith v. Calvert, Fed. Cas. No. 10,123, 1 Woolb. & M. 34: 434, 1060, 1793.
v. Sheldon, 7 How. 812, 12 L. ed. 925: 1197, 1568.
Ness v. Fisher, 223 U. S. 683, 56 L. ed. 610: 1451.
Nessle v. Reese, 19 Abb. Pr. (N. Y.) 240: 869.
Neubert v. Massman, 37 Fla. 91, 19 So. 625: 771.
Neugebauer, *Re*, 172 Fed. 943: 0019.
Neumann v. Blake, C. C. A., 178 Fed. 916: 2134.
Neustadter v. Chicago Dry Goods C., 96 Fed. 830: 2059.
Nevada, The, 106 U. S. 154, 27 L. ed. 149: 2444.
Nevada v. Curler, 4 Nev. 445: 1886, 1888.
Nevada Bank of San Francisco v. Steinmetz, 65 Cal. 219: 2483.
Nevada Nickel Syndicate v. National N. Co., 86 Fed. 486: 765, 783.
v. Nat. Nickel Co., 103 Fed. 391, 394: 813, 1240.
Nevada Sierra Oil Co. v. Miller, 97 Fed. 681: 87, 89.
Nevada-Utah Mines & Smelters Corporation, *Re*, 198 Fed. 497, 499: 1240, 1241, 1246.
Nevada-Utah Mines & Smelters Corporation, *Re*, 202 Fed. 126: 1241.
Neve v. Weston, 3 Atk. 557: 639.
Neves v. Scott, 13 How. 268, 271, 14 L. ed. 140: 342, 1573.
Nevitt, *Re*, C. C. A., 117 Fed. 448, 461: 1367, 1368, 1374.
New v. Oklahoma, 195 U. S. 252, 49 L. ed. 182: 2390, 2392.
New Albany Waterworks v. Louisville Banking Co., 122 Fed. 776, 58 C. C. A. 576: 520, 935, 936.
New Amsterdam Motor Co., *Re*, 180 Fed. 943: 2082.
New Bedford v. Houlihan, C. C. A., 184 Fed. 252: 1328.
New Birmingham I. & L. Co. v. Blevins (Tex. Civ. App.), 34 S. W. R. 828: 1041.
New Brunswick Carpet Co., *Re*, 4 Fed. 514: 2195.
New Castel v. Western Union Tel. Co., 152 Fed. 569: 1916, 1918, 1919.
v. Postal Telegraph Cable Co., 152 Fed. 572: 1844, 1917.
New Chattanooga Hardware Co., *Re*, 190 Fed. 241: 2110, 2123.
New Chester Water Co. v. Holly Mfg. Co., 48 Fed. 879: 110.
v. Holly Mfg. Co., 53 Fed. 19, 3 C. C. A. 399, 3 U. S. App. 264: 97, 109, 110, 444.
New England, The, 3 Sumner, 495, Fed. Cas. No. 10,151: 1453, 1979.
New England Breeders Club, *Re*, 165 Fed. 517: 2049.
Re, C. C. A., 169 Fed. 586: 2122, 2283, 2286.
175 Fed. 501: 2038.
Re, C. C. A., 184 Fed. 409: 2038.
New England Ins. Co. v. The Sarah Ann, 13 Peters, 387, 10 L. ed. 213: 1933.
New England Mortg. Sec. Co. v. Aughe, 12 Neb. 504, 11 N. W. 753: 1814.
v. Gay 145 U. S. 123, 36 L. ed. 646: 23, 2441.
New England Mut. M. Ins. Co. v. Dunham, 11 Wall. 1, 20 L. ed. 90: 1935.
v. Odell, 50 Hun, (57 N. Y. S. C. R.) 279: 568.
New England Phonograph Co. v. National Phonograph Co. et al., 148 Fed. 321: 1110.
New England R. Co. v. Carnegie Steel Co., C. C. A., 75 Fed. 54: 1289.
v. Hyde, C. C. A., 101 Fed. 397: 2483.
New England Screw Co. v. Bliven, Fed. Cas. No. 10,156 (3 Blatchf. 240): 1902.
New England Water-Works Co. v. Farmers' Loan & Trust Co., 136 Fed. 521, 69 C. C. A. 297: 1805.
N. F. Filter Co. v. Schwartzwalder, 58 Fed. 577: 897.
New Galt House Co., *Re*, 199 Fed. 533, Ky.: 2176.

[References are to pages.]

New Hampshire v. Louisiana, 108 U. S. 76, 27 L. ed. 656: 5385.
v. The Grand Trunk Railway, 3 Fed. 887: 1768.
New Hampshire L. Co. v. Tilton, 29 Fed. 764: 1329, 1424.
New Hampshire Sav. Bank v. Ritchey, C. C. A., 121 Fed. 956: 500.
New Haven S. D. Co. v. The Mayor, 36 Fed. 716: 1966.
New Jersey v. Anderson, 203 U. S. 483, 51 L. ed. 284: 2210.
v. Babcock, Fed. Cas. No. 10,-163 (4 Wash. 344): 126.
v. New York, 3 Pet. 461, 7 L. ed. 741: 4, 7.
v. New York, 5 Pet. 284, 8 L. ed. 127: 4, 7.
v. New York, 6 Pet. 323, 8 L. ed. 414: 4, 7, 6607.
New Jersey Central R. Co. v. Mills, 113 U. S. 249, 256, 28 L. ed. 949, 951: 448.
New Jersey Land & Lumber Co. v. Gardener Lacy Lumber Co., 190 Fed. 861: 331.
New Jersey & N. C. Land & Lumber Co. v. Gardner-Lacy Lumber Co., 113 Fed. 395: 870, 922, 1203.
New Jersey Patent Co. v. Martin, 166 Fed. 1010: 1371.
v. Martin, 172 Fed. 760: 14, 532.
v. Martin, 186 Fed. 513, 517: 1370, 1375, 1376.
v. Schaefer, 178 Fed. 276: 936.
New Jersey Steam Nav. Co. v. Merchants' Bank, 6 How. 344, 12 L. ed. 465: 1935.
New Jersey Terminal Dock & Improvement Co. v. Estates of Long Beach, 179 Fed. 973: 1327.
New Jersey Zinc & Iron Co. v. Trotter, 18 Fed. 337: 1790.
New Jersey Zinc Co. v. Trotter, 108 U. S. 564, 27 L. ed. 828: 2442.
v. Trotter, Fed. Cas. No. 10,167: 118, 1791, 1811.
New Liverpool Salt Co. v. Wellborn, C. C. A., 160 Fed. 923: 1446, 1448.
New Orleans v. Benjamin, 153 U. S. 411, 38 L. ed. 764: 59, 204, 1174.
New Orleans v. Caines' Adm'r, 138 U. S. 595, 606, 34 L. ed. 1102, 1106: 205.
v. Citizens' Bank, 167 U. S. 371, 380, 402, 42 L. ed. 202, 205, 212: 661, 666, 668.
v. Einsheimer, 181 U. S. 153, 45 L. ed. 794: 2447.
v. Fisher, C. C. A., 91 Fed. 574, 585: 1395.
v. Louisiana Const. Co., 129 U. S. 45, 32 L. ed. 607: 2357, 2519.
v. Morris, 3 Woods, 103, 115: 1344, 1463.
v. Morris, 105 U. S. 600, 26 L. ed. 1184: 317, 331.
v. Peake, C. C. A., 52 Fed. 74: 2430.
v. Quinlan, 173 U. S. 191, 43 L. ed. 664: 201.
v. Seixas (Louisiana), 35 La. Ann. 36: 56, 101.
v. Sheppard, 10 La. Ann. 268: 134.
v. Steamship Co., 20 Wall. 387, 22 L. ed. 354: 1371.
v. Walker, 176 U. S. 92, 44 L. ed. 385: 2534.
v. Winter, 1 Wheaton, 91, 4 L. ed. 44: 98.
New Orleans C. & B. Co. v. Stafford, 12 How. 343, 13 L. ed. 1015: 433, 434, 436, 451, 452, 453.
New Orleans G. L. & B. Co. v. Dudley, 8 Paige (N. Y.) 452: 1205.
New Orleans Ins. Co. v. Albro Co., 112 U. S. 506, 28 L. ed. 809: 2479, 2481, 2484.
New Orleans, M. & C. R. Co. v. New Orleans, 14 Fed. 373: 1904, 1906.
New Orleans M. & T. R. Co. v. Mississippi, 102 U. S. 135, 26 L. ed. 96: 89, 90.
v. State of Mississippi (Ky.), 2 Ky. Law Rep. 137: 65.
New Orleans Nat. Bank v. Merchant, 18 Fed. 841: 381, 1757.
New Orleans Nat. Banking Ass'n v. New Orleans Mut. Ins. Ass'n, 102 U. S. 121, 26 L. ed. 45: 2508.
New Orleans & N. E. Ry. Co. v. Jopes, 142 U. S. 18, 35 L. ed. 919: 1599.

[References are to pages.]

New Orleans R. Co. v. Morgan, 10 Wall. 256: 2426.
New Orleans S. F. & L. Co. v. Delamore, 114 U. S. 501, 29 L. ed. 244: 2298.
New Orleans Water Co. v. Louisiana Sugar Co., 125 U. S. 18, 38, 31 L. ed. 607, 614: 2409.
v. New Orleans, in C. C. A., 51 Fed. 479: 445.
New Orleans Waterworks Co. v. Louisiana, 185 U. S. 336, 46 L. ed. 936: 2399.
v. New Orleans, 164 U. S. 471, 41 L. ed. 518: 328, 445.
New Marshall Engine Co. v. Marshall Engine Co., 223 U. S. 473, 56 L. ed. 513: 84, 85.
New Providence v. Halsey, 117 U. S. 336, 29 L. ed. 904: 1171.
New River Coal Co. v. Ruffner, C. C. A., 165 Fed. 881, 885, 91 C. C. A. 559, 563: 2039, 2056, 2094, 2097.
New River Mineral Co. v. Seeley, C. C. A., 120 Fed. 193: 320.
New South Wales, Underwood v. Frost, Seton on Decrees, 5th ed., 681: 977.
New York, *Re*, 175 U. S. 187, 44 L. ed. 126: 1054.
New York v. Barker, 179 U. S. 279: 1055.
v. Connecticut, 4 Dall. 1, 3, note 1, 1 L. ed. 715, 716: 917.
v. Dennison, 84 N. Y. 272: 365, 389.
v. Eno, 155 U. S. 89, 39 L. ed. 80: 1510.
v. New Jersey Steamboat Transp. Co., 24 Fed. 817: 119, 1804, 1914, 1917.
New York B. & B. Co. v. N. J. C. S. & R. Co., 32 Fed. 755: 1297.
New York & B. C. P. Co. v. N. Y. C. P. Co., 9 Fed. 578: 322, 1112, 1113, 1129.
New York Belting & P. Co. v. Magowan, 23 Fed. 596: 880.
v. Magowan, 27 Fed. 111: 532.
v. N. J. C. S. & R. Co., 32 Fed. 755: 1329.
v. N. J. C. S. & R. Co., 47 Fed. 504: 777.
New York Button Works v. Crescent Button Co., 185 Fed. 820: 875.

New York Car Wheel Works, *Re*, 132 Fed. 203: 2112.
N. Y. Cent. & H. R. R. Co. v. U. S., C. C. A. 165 Fed. 833: 1428, 1436.
v. New York, 186 U. S. 269, 46 L. ed. 1158: 2403.
New York Chancery, *Re*, 1 Hoffman Ch. Pr. 520: 621.
New York Consol. Card Co. v. U. S., 20 Ct. Cl. 174: 368.
New York Consol. Laws, Ch. 23, § 15: 355.
New York Constr. Co. v. Simon, 53 Fed. 1: 116, 1794.
New York County Nat. Bank v. Massey, 192 U. S. 138, 48 L. ed. 389: 2182, 2208.
New York Cotton Exch. v. Hunt, 144 Fed. 511: 636, 858.
New York Dry Goods Store v. Pabst Brewing Co., C. C. A., 112 Fed. 381, 383: 2529, 2554.
New York Economical Printing Co., *Re*, C. C. A., 110 Fed. 514: 2167, 2172.
New York El. R. Co. v. Fifth Nat. Bank, 118 U. S. 608, 30 L. ed. 259, 1602.
New York Filter Mfg. Co. v. Jackson, 112 Fed. 678: 877.
v. Niagara Falls W. Co., C. C. A., 77 Fed. 900: 879.
v. Niagara Falls W. W. Co., C. C. A., 80 Fed. 924: 877.
v. O. H. Jewett F. Co., 62 Fed. 582: 730.
New York First Presb. Church v. Kennedy, 72 N. Y. App. Div. 82, 76 N. Y. Supp. 284: 789.
New York Foundling Hospital v. Gatti, 203 U. S. 429, 439, 51 L. ed. 254, 259: 337, 1519.
New York G. & I. Co. v. Tacoma Ry. & M. Co., C. C. A., 83 Fed. 365: 831, 834.
New York Grape Sugar Co. v. American Grape Sugar Co., 10 Fed. 835: 880.
v. Buffalo G. S. Co., 18 Fed. 638: 879.
v. Buffalo Grape S. Co., 20 Fed. 505: 721.
New York Guaranty Co. v. Memphis Water Co., 107 U. S. 205, 214, 27 L. ed. 484, 487: 317, 338.

[References are to pages.]

New York I. & P. Co. v. Milburn Gin & Machine Co., 35 Fed. 225: 54.
New York, L. E. & W. R. Co. v. Estill, 147 U. S. 591, 37 L. ed. 292: 1577.
v. Robinson, 25 Abb. N. C. (N. Y.) 116: 710, 711.
v. Robinson, 12 N. Y. Supp. 208: 710, 711.
v. Winter's Adm'r, 143 U. S. 60, 75, 36 L. ed. 71, 80: 2544, 2555.
New York & Long Branch Steamboat Co. v. Johnson, C. C. A., 195 Fed. 740: 1935.
New York Life Ins. Co. v. Bangs, 103 U. S. 435, 26 L. ed. 580: 400.
v. Bangs, 103 U. S. 780, 26 L. ed. 609: 349.
v. Beard, 80 Fed. 66: 340.
v. Best, 23 Ohio St. 105, 1763.
v. People, 195 Ill. 430, 63 N. E. 264: 1095.
v. Rankin, C. C. A., 162 Fed. 103: 2477.
New York Mackintosh Co. v. Flam, 198 Fed. 571: 67.
New York M. L. Ins. Co. v. Seaman, 80 Fed. 357: 1234.
New York & New England R. R. Co. v. Hyde, C. C. A., 56 Fed. 188, 191: 140, 472, 1592, 1841.
New York, N. H. & H. R. Co. v. City of New York, 145 Fed. 661: 343.
v. Cockcroft, 46 Fed. 881: 1773, 1798.
v. Cockroft, 49 Fed. 3, 4: 1568.
v. Interstate Commerce Commission, 200 U. S. 361, 404, 50 L. ed. 515, 526: 915.
New York, P. & O. R. Co. v. N. Y., L. E. & W. R. Co., 58 Fed. 268: 949
New York & Porto Rico S. S. Co., *Re*, 155 U. S. 523, 39 L. ed. 246: 1443, 1444.
New York Silf Mfg. Co. v. Second Nat. Bank, 10 Fed. 204: 147, 1900.
New York Security & T. Co. v. Equitable Mtg. Co., 71 Fed. 556: 180, 955.
v. Illinois Transfer R. Co., C. C. A., 104 Fed. 710: 2435, 2554.
New York Security & T. Co. v. Lincoln St. Ry. Co., 74 Fed. 67: 421, 767, 771.
v. Lincoln Street Ry. Co., 77 Fed. 525: 768, 771.
v. Lombard, 65 Fed. 271: reversed, C. C. A., 74 Fed. 769: 1576.
v. Lombard Inv. Co., 73 Fed. 537: 1028, 1030.
v. Lombard I. Co., 75 Fed. 172: 1216.
v. L., E. & St. L. Con. R. Co., 102 Fed. 382: 966.
New York Sun, Sept. 21, 1911: 1711.
New York Times Co. v. Star Co., 195 Fed. 110: 883.
v. Sun Printing & Publishing Co., 195 Fed. 173: 799.
New York Tr. Co. v. Michigan Traction Co., 193 Fed. 175, 180: 421, 422.
v. Portsmouth & Exeter St. Ry. Co., 192 Fed. 728: 1243.
New York & T. Land Co. v. Martin (Texas), 25 S. W. 475: 1833, 1846.
New York Tunnel Co., *Re*, C. C. A., 159 Fed. 688: 2205, 2255, 2292.
New York Tunnel Co., *Re*, C. C. A., 166 Fed. 284: 2080, 2121, 2205.
New York & T. S. S. Co. v. Anderson, C. C. A., 50 Fed. 462: 1555.
New York & Westchester Water Co., *Re*, 98 Fed. 711, 3 Am. B. R. 508: 2050.
New York & W. Steamship Co., *Re*, 18 Fed. Cas. No. 10,200, 9 Ben. 44: 1991.
New York & W. Steamship Co. v. Mount, 103 U. S. 239, 26 L. ed. 351: 1991.
Newark Aqueduct Board v. Parson, 45 N. J. Eq. 394: 460.
Newberry, *Re*, 183 Fed. 338: 2163.
Newberry v. James, 2 Meriv. 446: 847.
v. Wilkinson, 190 Fed. 62: 646, 647, 1575.
v. Wilkinson, C. C. A., 199 Fedll 673, 680: 161, 162, 647, 648, 650.
Newbury v. Marten, 15 Jur. 166: 1264.
Newburyport Water Co. v. Newburyport, 193 U. S. 561, 48 L. ed. 795: 59.

[References are to pages.]

Newby v. Oregon Cent. Ry. Co., 1 Saw. 63, 67: 518, 634.
v. Von Opper, etc., Co., L. R. 7 Q. B. 293: 582.
Newcomb v. Burbank, 159 Fed. 569: 815, 1127, 2425, 2426, 2556.
v. Burbank, C. C. A., 181 Fed. 334: 718, 1289, 2550.
v. Wood, 97 U. S. 581, 25 L. ed. 1085: 1580, 2555.
Newcombe v. Murray, 77 Fed. 492: 746.
Newell v. Baltimore & O. R. Co., 181 Fed. 698: 188, 191.
v. International Tr. Co., C. C. A., 169 Fed. 497: 1036.
Newfoundland, The, 89 Fed. 510: 1064.
Newfoundland Syndicate, *Re*, 196 Fed. 443: 2027, 2164.
Newgass v. Atlantic & D. Ry. Co., 56 Fed. 676: 963.
v. Atlantic & D. R. Co., 72 Fed. 712: 963.
v. New Orleans, 33 Fed. 196: 201.
Newhall v. Atlantic, etc., Ins. Co., 8 Phila. 106: 139.
v. McCabe Hanger Mfg. Co., C. C. A., 125 Fed. 919, 60 C. C. A. 629: 878.
Newlan v. Duncan, 60 Ill. 233: 1431.
Newman, *Ex parte*, 14 Wall. 152, 20 L. ed. 877: 1449.
Newman, *Re*, 79 Fed. 615: 1523, 2369.
Newman v. Davenport, 9 Baxt. (Tenn.) 538:
v. Moody, 19 Fed. 858: 633, 809.
v. Schwerin, 61 Fed. 865, 10 C. C. A. 129, 22 U. S. App. 393: 1815.
v. State, 14 Wis. 393; 12 Cyc. 360: 1710.
Newport v. Bury, 23 Beav. 30: 1023.
Newport Light Co. v. Newport, 151 U. S. 527, 38 L. ed. 259: 1383, 2106.
Newport News & M. V. Co. v. Howe, 52 Fed. 362, 366: 1569.
v. Howe, 3 C. C. A., 121: 1569.
Newport News & Old Point Ry. & El. Co. v. Yount, C. C. A., 136 Fed. 589: 1595.
Newton v. Askew, 6 Hare, 319: 603.
v. Eagle & P. Mfg. Co., 76 Fed. 418: 988.
Newton v. Earl of Egmont, 4 Simons, 574, 585: 424.
v. Gage, 155 Fed. 598: 691, 700.
Ney Mfg. Co. v. Superior Drill Co. (C. C. Ohio), 56 Fed. 152: 879.
Neyland & McKeithern, *Re*, 184 Fed. 144: 2250, 2252, 2258.
Niagara Fire Extinguisher Co. v. Hibbard, C. C. A., 179 Fed. 844: 676, 677.
Niagara Fire Ins. Co. v. Adams, C. C. A., 198 Fed. 822: 321.
Niblock v. Alexander, 44 Fed. 306: 1861, 1865, 1866.
Nicholas v. Murray, 5 Saw. 320: 633.
v. Nicholas, Prec. in Ch. 546: 853.
Nicholl v. Jones, 2 H. & M. 588: 1126.
v. Jones, 13 W. R. 451: 1126.
Nicholls, *Re*, 5 N. J. L. 539: 1704.
Nicholls v. Nicholls, 1 Atk. 409: 322.
v. White, 1 Cranch, C. C. 59: 1154, 1156.
Nichols, *Re*, 166 Fed. 693: 2131.
Nichols v. Brunswick, (D. Mass.), 3 Cliff. 88: 1323.
v. Chesapeake & O. Ry. Co., C. C. A., 195 Fed. 913: 1809, 1930.
v. Eaton, 91 U. S. 716, 729, 23 L. ed. 254: 342, 1573.
v. Horton, 14 Fed. 327; 4 McCrary, 560: 604.
v. Kearsly, 2 Dick. 645: 908.
v. Nichols, 92 Fed. 1: 127, 128.
v. Stevens, 123 Mo. 96, 25 S. W. 578, 27 S. W. 613, 45 Am. St. Rep. 514: 1850, 1892.
v. Stevens, 123 Mo. 96, 25 S. W. 578, 45 Am. St. Rep. 514: 1850, 1892.
v. U. S., 7 Wall. 122, 19 L. ed. 125: 2302, 2321.
Nichols, Shepard & Co. v. Marsh, 131 U. S. 401: 1725.
Nicholson v. Squire, 16 Ves. 259, 260: 802, 806.
Nickerson v. Atchison, T. & S. F. R. Co., 1 McCrary, 383: 319, 1196.
v. A. T. & S. F. R. Co., 30 Fed. 85: 1196.
v. Bigelow, 62 Fed. 900: 1942.

[References are to pages.]

Nickle v. Stuart, 111 U. S. 776; 28 L. ed. 599: 1402.
Nickles v. U. S., 42 Fed. 757: 2562.
Nicoll v. U. S., 1 Ct. Cl. 70: 2324.
Nielsen v. Oregon, 212 U. S. 315, 316, 29 Sup. Ct. 383, 53 L. ed. 528: 247.
v. Steinfeld, 224 U. S. 534, 56 L. ed. 872: 2361.
Nielsen, Petitioner, 131 U. S. 176, 33 L. ed. 118: 1477, 1479.
Niles Tool Works v. Louisville, N. A. & C. Ry. Co., C. C. A., 112 Fed. 561, 563: 959.
Nilsson v. Jefferson, 78 Fed. 366: 880.
Nims v. Spurr, 138 Mass. 209: 1910.
Nippon Trading Co., *Re*, 182 Fed. 959: 2131.
Nisenson, *Re*, 182 Fed. 912: 2111, 2116.
Nissinger, *Re*, 150 U. S. 150, 37 L. ed. 1034: 1527.
Nixon v. Albion Ins. Co., L. R. 2 Ex. 38: 1059.
v. Doran, 168 Fed. 575: 883.
v. U. S., 18 Ct. Cl. 418: 2304.
N. K. Fairbank Co., *Ex parte*, (M. D. Ala., N. D.), 194 Fed. 978, 985: 606, 1191, 1192, 1193.
N. K. Fairbanks & Co. v. Cincinnati, N. O. & T. P. Ry. Co., C. C. A., 54 Fed. 420: 608.
v. Windsor, 118 Fed. 96: 1223.
Noble v. Gadsden L. & Imp. Co., 133 Ala. 250, 91 Am. St. Rep. 27: 425.
v. Gadsden L. & Imp. Co., 31 So. 856: 425.
v. Gallardoy Seary, 223 U. S. 65, 56 L. ed. 353: 649.
v. Hammond, 129 U. S. 65, 32 L. ed. 621: 2257.
v. Massachusetts Ben. Ass's, 48 Fed. 337, 338, 339: 1830.
v. Union River Logging R. Co., 147 U. S. 165, 37 L. ed. 123: 325, 380, 462, 895.
v. U. S., Dev., C. C. R. 83: 1085, 2324, 2325.
Noddleburn, The, 28 Fed. 855: 1938.
30 Fed. 142: 1938.
Noe v. Gibson, 7 Paige (N. Y.), 513: 1000.
Noel, *Re*, 137 Fed. 694: 2028, 2114.
Noel v. King, 2 Madd. 392: 707.
Nolan v. Colo. Cent. Consol. Min. Co., C. C. A., 63 Fed. 930: 2554.
Nome & Sinook Co. v. Ames Mercantile Co., C. C. A., 187 Fed. 928: 2463, 2469.
Non-Magnetic Watch Co. v. Association H. S. of Geneva, 44 Fed. 6: 597.
v. Asso. H. of Geneva, 45 Fed. 210: 616.
Nonce v. Richmond & D. R. Co., 33 Fed. 429: 1584.
Nourich, *Re*, 5 Blatchf. 414, 11 Fed. Cas. No. 6,369. See 19 Cyc. 66: 1634.
Noojin v. U. S., C. C. A. 164 Fed. 692: 2423.
Noonan v. Bradley, 12 Wall. 121, 20 L. ed. 279: 2455.
v. Chester Park Athletic Club Co., 75 Fed. 334: 197.
v. Lee, 2 Black, 499, 509, 17 L. ed. 278, 281: 348.
Moore v. Petty, C. C. A., 135 Fed. 668: 361.
Nora, The, 181 Fed. 845 (Florida): 1943.
Norcross v. Nave & McCord Mfg. Co., C. C. A., 101 Fed. 796: 2287, 2288, 2289, 2462.
Norfolk & A. Terminal Co. v. Rotole, C. C. A., 4th Ct., 179 Fed. 639, 645: 1428.
Norfolk & P. Traction Co. v. Miller, C. C. A., 174 Fed. 607: 2557.
Norfolk Southern R. Co. v. Talbott, C. C. A., 190 Fed. 737: 2556.
Norfolk & Suburban Turnpike Co. v. Virginia, 225 U. S. 264, 56 L. ed. 1082: 2402.
Norfolk & W. Ry. Co. v. Graham, C. C. A., 145 Fed. 809: 2199, 2209.
v. Gardner, C. C. A., 162 Fed. 114: 2474.
Norman, The, 32 Fed. 411: 240, 241.
Normandie, The, 40 Fed. 590: 1144.
Norris, *Re*, 177 Fed. 598: 2098, 2112.
190 Fed. 101: 2188.
Norris v. Haggin, 136 U. S. 386, 34 L. ed. 424: 646.
v. Hassler, 22 Fed. 401: 493.
v. Hassler, 23 Fed. 581: 1323.
v. Jackson, 9 Wall. 125, 19 L. ed. 608: 1560.
v. Le Neve, 3 Atk. 26: 1407.
v. Mineral Point Tunnel, 7 Fed. 272: 19 Blatchf. 201: 1834.

[References are to pages.]

Norris Safe & Lock Co. v. Manganese Steel Safe Co., C. C. A., 150 Fed. 577: 2431.
North v. Earl of Strafford, 3 P. Wms. 148: 1175.
v. Kershaw, 4 Blatchf. 70: 409.
v. Peters, 138 U. S. 271, 34 L. ed. 936: 331, 868.
North Alabama Development Co. v. Orman, 55 Fed. 18, 5 C. C. A. 22: 1589, 1898, 1899.
v. Orman, C. C. A., 71 Fed. 764: 2568.
North Am. Dr. & Imp. Co. v. The River Mersey, 48 Fed. 686: 1970.
North American Loan & Trust Co. v. Colonial & U. S. Mortg. Co., 3 S. D. 590, 54 N. W. 659: 1830.
North American Transportation & Trading Co. v. Howells, 121 Fed. 694, 58 C. C. A. 442: 1150, 1895.
v. Morrison, 178 U. S. 262, 44 L. ed. 1061: 28, 30.
v. Smith, C. C. A., 93 Fed. 7: 2417.
North B. & M. Ins. Co. v. Lathrop, C. C. A., 63 Fed. 508: 694.
v. Lathrop, C. C. A., 70 Fed. 429: 692.
North Carolina v. Gosnell, 74 Fed. 734: 1873.
v. Kirkpatrick, 42 Fed. 689: 1873.
v. Sullivan, 50 Fed. 593: 1872, 1873, 1884.
v. Temple, 134 U. S. 22, 33 L. ed. 849: 388.
North Carolina Mining Co. v. Westfeldt, 151 Fed. 290, 296: 155, 343, 435, 1184.
North Carolina R. Co. v. Drew, 3 Woods, 691: 1136, 1155, 1156.
North Chicago R. M. Co. v. St. Louis O. & S. Co., 152 U. S. 596, 38 L. ed. 565: 322.
No. Chicago St. Ry. Co. v. Burnham, C. C. A., 102 Fed. 669: 2474.
v. Chicago Union Traction Co., 150 Fed. 612: 728, 735.
North Muskegon v. Clark, C. C. A., 62 Fed. 694: 636.
N. O. W. W. Co. v. Southern B. Co., 36 Fed. 833: 1574.
North River Steamboat Company v. Hoffman (New York), 5 Johns. Ch. 300: 101.
North Shore Boom & Driving Co. v. Nicomen Boom Co., 212 U. S. 406, 53 L. ed. 574: 2394.
North Star, The, and The Ellen Warley, 106 U. S. 17, 27 L. ed. 91: 1963, 1975.
Northampton Portland Cement Co., *Re*, 179 Fed. 726: 2121.
Northern Ala. Ry. Co. v. Hopkins, 31 C. C. A. 94: 1041.
v. Hopkins, C. C. A., 87 Fed. 805: 1030, 1041.
Northern Bank of Kentucky v. Cooke, 13 Bush (Ky.) 340: 2180.
Northern Ind. R. Co. v. Michigan C. R. Co., 15 How. 233, 14 L. ed. 674: 195, 208, 445.
No. Pac. R. Co. v. Amato, 144 U. S. 465, 36 L. ed. 506: S. C., C. C. A., 49 Fed. 881: 79, 2374, 2376, 2417, 2436.
v. Am. Trading Co., 195 U. S. 439, 461, 49 L. ed. 269, 279: 984.
v. Austin, 135 U. S. 315, 10 Sup. Ct. 758, 34 L. ed. 218: 1822.
v. Babcock, 154 U. S. 190: 1941.
v. Booth, 152 U. S. 671, 38 L. ed. 591: 2439.
v. Boyd, C. C. A., 177 Fed. 804: 626, 1250, 1417.
v. Boyd, 228 U. S. 482: 1250.
v. Burlington & Missouri R. Co., 2 McCrary, 203: 851, 868.
v. Burlington & M. R. Co., 4 Fed. 298: 889.
v. Charles, C. C. A., 51 Fed 562, 580: 1552, 1556, 2543, 2548.
v. Cunningham, 103 Fed. 708: 37.
v. Glaspell, C. C. A., 49 Fed. 482: 2365, 2416.
v. Heflin, C. C. A., 83 Fed. 93: 417.
v. Herbert, 116 U. S. 642, 29 L. ed. 755: 2555.
v. Kindred, 14 Fed. 77: 444.
v. Kurtzman, 82 Fed. 241: 149.
v. Lamont, C. C. A., 69 Fed. 23: 963.
v. Lee, 199 Fed. 621: 429, 482, 551.

[References are to pages.]

No. Pac. R. Co. v. Mares, 123 U. S. 710, 31 L. ed. 296: 1569, 1571.
v. McMullen, 86 Wis. 501, 56 N. W. 629: 1883, 1890.
v. Pacific Coast Lumber Mfrs.' Ass'n., C. C. A., 9th Ct., 165 Fed. 1, 9: 36, 44, 190, 931, 932, 933.
v. Paine, 119 U. S. 561, 7 Sup. Ct. 323, 30 L. ed. 513: 1057, 1422, 1897, 1898.
v. Peterson, C. C. A., 51 Fed. 182: 1569.
v. St. Paul M. & M. Ry. Co., 47 Fed. 536: 656.
v. St. P. M. & M. R. Co., 4 Fed. 688: 922.
v. St. P., M. & M. R. Co., 2 McCrary, 260: 922.
v. Sanders, 47 Fed. 504: 1196.
v. Slaght, 205 U. S. 122, 51 L. ed. 738: 657.
v. Soderberg, 188 U. S. 526, 47 L. ed. 575; 104 Fed. 425, 43 C. C. A. 620: 87, 2374.
v. U. S., C. C. A., 191 Fed. 947: 640.
v. Walker, 148 U. S. 391, 37 L. ed. 494: 49, 2566.
v. Whalen, 149 U. S. 157, 37 L. ed. 686: 867.
Northern Pacific Terminal Co. v. Lowenberg, 18 Fed. 339 (9 Sawyer, 348): 1773, 1798, 1829, 1835, 1849, 1923.
Northern R. Co. v. O. & L. C. R. Co., 18 Fed. 815: 691.
O. & L. C. R. Co., 20 Fed. 347: 691.
Northern Securities Co. v. Harriman, C. C. A., 134 Fed. 331: 935.
v. Harriman, 196 U. S. 641, 49 L. ed. 631: 935.
v. U. S., 193 U. S. 197, 48 L. ed. 679: 18, 318, 460.
Northern Tr. Co. v. Columbia S. P. Co., 75 Fed. 936: 1196.
Northern Union Gas Co. v. Mayer, C. C. A. 174 Fed. 817: 2447.
Northey v. Pearce, 1 Sim. & S. 420: 901.
Northrop v. Hatch, 6 Conn. 361, 363: 1122.
v. Van Dusen, 5 How. Pr. (N. Y.) 134: 801.
Northrup v. Village of Sidney, 97 App. Div. (N. Y.) 271: 805.
Northwestern Car Co. v. Hopkins, 4 Bissell, 51, Fed. Cas. No. 10,334: 1979.
Northwestern Consol. Milling Co. v. William Callam & Son, 177 Fed. 786: 738.
Northwestern Fuel Co. v. Brock, 139 U. S. 216, 35 L. ed. 151: 2561.
Northwestern Mut. Life Ins. Co. v. Keith, C. C. A., 77 Fed. 374: 351, 1267, 1273.
v. Seaman, 80 Fed. 357: 1213.
Northwestern Mut. Union Packet Co. v. Home Ins. Co., 154 U. S. 588, 20 L. ed. 463: 2466.
Northwestern & Pacific Hypotheck Bank v. Suksdorf (Washington), 46 Pac. 1027, 15 Wash. 475: 1804.
Northwestern S. B. & Mfg. Co. v. Great Lakes E. Works, 181 Fed. 38: 2475, 2530.
Northwestern S. S. Co. v. Cochran, C. C. A., 191 Fed. 146: 416, 2547.
v. Ransom, C. C. A., 174 Fed. 913: 1947.
Norton, *Ex parte*, 108 U. S. 237, 27 L. ed. 709: 2421, 2429.
Norton, *Re*, 148 Fed. 301: 2087.
Norton v. Colusa Parrot Min. & Smelting Co., 167 Fed. 202: 495.
v. Eagle Auto Can. Co., 61 Fed. 293: 880.
v. European & N. A. Ry. Co., 32 Fed. 865: 1171.
v. Hartford, 113 Fed. 1023: 956.
v. Hepworth, 1 H. & T. 158: 588, 754, 758.
v. House of Mercy, C. C. A., 101 Fed. 382: 665.
v. Shelby County, 118 U. S. 425, 440, 30 L. ed. 178, 185: 817, 1577.
v. Woods, 5 Paige (N. Y.) 260: 783.
Norway, The, 1 Ben. 493: 1153.
2 Ben. 121: 1153.
Norwich & New York Transp. Co., *Re*, 10 Benedict 193, 18 Fed. Cas. No. 10,361: 1287, 1298.

[References are to pages.]

Norwich & New York Transp. Co. v. Wright, 13 Wall. 104, 122, 20 L. ed. 585: 2002.
Norwood v. Baker, 172 U. S. 269, 293, 43 L. ed. 443, 452: 72, 77, 555.
Notley v. Brown, 208 U. S. 429, 52 L. ed. 559: 2461, 2464.
Nougue v. Clapp, 101 U. S. 551, 25 L. ed. 1026: 1419, 1777.
Nourse v. Allen, 4 Blatchf. C. C. 376: 534.
Novak, *Re*, 101 Fed. 800: 2058.
150 Fed. 602: 2218.
Novello v. James, 5 De G., M. & G. 876: 927.
Novelty, The, 9 Ben. 195: 1316, 1317.
Novelty Glass Mfg. Co. v. Brookfield, C. C. A., 172 Fed. 221: 1285, 1286.
Novelty Tufting Mach. Co. v. Buser, C. C. A., 158 Fed. 83: 1409, 1415, 2565.
Nowell v. International Tr. Co., C. C. A., 169 Fed. 497: 2546.
Noyes, *Re*, C. C. A., 121 Fed. 209, 228, 231: 1359, 1360, 2489, 2492.
Noyes v. Canada, 30 Fed. 665: 611.
v. Crawford, 133 Fed. 796: 206, 207.
Noyes Bros, *Re*, C. C. A., 127 Fed. 286: 2188, 2189, 2290.
Nudd v. Burrows, 91 U. S. 426, 23 L. ed. 286: 1549, 1550.
Nuestra Senora De Regia, The, 17 Wall. 29, 21 L. ed. 596: 2012, 2457.
Nulton v. Isaacs (Virginia), 30 Grat. 726: 120.
Nusbaum, *Re*, 152 Fed. 835: 2070, 2079.
Nussbaum v. Northern Ins. Co., 40 Fed. 337: 1426.
Nutt v. Knut, 200 U. S. 12, 19, 50 L. ed. 348, 352: 2395.
Nutter v. Mossberg, 118 Fed. 168: 2506.
Nyack, The, C. C. A., Seventh Ct., 199 Fed. 383, 387: 1971, 1986, 2536.
Nye v. Nightingale, 6 R. I. 439: 113.
Nye, Jenks & Co. v. Washburn, 125 Fed. 817: 326.

O.

Oakes v. Yonah Land & Mining Co., 89 Fed. 243: 1805.
Oakland Lumber Co., *Re*, C. C. A., 174 Fed. 634, 637: 178, 2103.
Oakley v. Commercial & Railroad Bank, 14 La. O. S. 515: 140, 1841.
v. Goodnow, 118 U. S. 43, 6 Sup. Ct. 944, 30 L. ed. 61: 1759, 1887, 1926.
v. O'Neill, 2 N. J. Eq. 287: 617.
v. Taylor, 64 Fed. 245: 161, 323.
Oaks v. Hill, 8 Pick. (Mass.) 46: 1461.
Oates v. National Bank, 100 U. S. 239, 25 L. ed. 580: 1199, 1568.
Ober v. Gallagher, 93 U. S. 199, 206, 23 L. ed. 829, 831: 100, 204, 1561.
Oberlin College v. Blair, 70 Fed. 411: 101.
Obey, The, L. R. 1 A. & E. 102: 1994.
O'Brien v. Ely, C. C. A., 195 Fed. 64: 2278.
v. Garniss, 25 Hun (N. Y.) 446: 696.
v. Hearn, 125 Fed. 95: 1340, 1342, 1424.
v. Miller, 168 U. S. 287, 303, 307, 42 L. ed. 469, 475, 476: 1935, 1997.
v. Seattle Ice Co., 43 Wash. 217, 86 Pac. 399: 789.
v. Stair's F. & T. C. Co., 10 Cal. 343: 580.
v. Wheelock, 184 U. S. 450, 482, 493, 46 L. ed. 636, 651, 655: 646, 779.
O'Callaghan, *Re*, 199 Fed. 662: 2250.
v. O'Brien, 116 Fed. 934: 635.
O'Callahan v. Cooper, 5 Ves. 117, 129: 1331.
Occidental & O. S. S. Co. v. Smith, C. C. A., 74 Fed. 261, 20 C. C. A., 419: 1941, 1942.
Occum Co. v. A. & W. Sprague Mfg. Co., 35 Conn. 496: 1883, 1884.
Ocean Spray, The, 4 Sawyer, 105: 2006.
117 Fed. 971: 1965, 1994.
Oceanic, The, 61 Fed. 338, 364: 1941, 1942.
Oceanic Steam Navigation Co. v. Stranahan, 214 U. S. 320, 329, 53 L. ed. 1013, 1018: 368.

[References are to pages.]

O'Connell, *Re*, C. C. A., 137 Fed. 838: 2284, 2289, 2292.
v. Mason, 127 Fed. 435: 1291.
v. Mason, C. C. A., 132 Fed. 245: 180, 1428.
v. Pennsylvania Co., C. C. A., 118 Fed. 989: 1553, 2553.
v. Reed, C. C. A., 56 Fed. 531: 1425, 1429.
O'Connor, *Re*, 95 Fed. 943: 2173.
114 Fed. 777: 2170.
O'Connor v. O'Connor, C. C. A., 142 Fed. 449: 1605, 1606.
v. O'Connor, 146 Fed. 994: 144, 256, 588.
v. Virginia Passenger & Power Co., 184 N. Y. 46, 52: 522, 523.
O'Conor v. Sunseri, C. C. A., 184 Fed. 712: 1384, 2293.
v. Texas, 202 U. S. 501, 50 L. ed. 1120: 126.
Odbert v. Marquet, C. C. A., 175 Fed. 44: 2432.
O'Dell v. Boyden, C. C. A., 150 Fed. 731: 2142, 2160, 2283, 2284.
656: 1394.
v. Reynolds, C. C. A., 70 Fed.
Odhner v. Northern Pac. Ry. Co., (S. D New York) 188 Fed. 507: 124.
O'Donnell, *Re*, 131 Fed. 150: 2202.
v. N. Y. Transp. Co., C. C. A., 187 Fed. 109: 2544
O'Dowd v. Russell, 14 Wall. 402, 36 L. ed. 933: 2425, 2448, 2449, 2462.
Oelrichs v. Spain, 15 Wall. 211, 21 L. ed. 43: 2550.
Off v. Hakes, 142 Fed. 364: 2184.
Offner v. Chicago & E. R. Co., 148 Fed. 201, 203: 1718, 1835, 1836, 1842, 1844.
Offutt v. King, 1 MacArthur, 312: 347.
O'Flaherty v. Hamburg-American Packet Co., 168 Fed. 411: 1291, 1293.
O'Gara, *Re*, 97 Fed. 932: 2246.
Ogden v. Gibbons, Haist. N. J. Dig. 172: 726.
v. U. S., 112 Fed. 523: 1586, 1588, 1738.
v. U. S., 148 U. S. 390, 37 L. ed. 493: 2410
Ogden City v. Armstrong, 12 Utah, 476, 43 P. 119: 46.
Ogden City v. Armstrong, 168 U. S. 224, 42 L. ed. 444, 18 S. Ct. 98: 46, 325.
v. Bear L. & W. & Imp. Co., 55 Fed. 385: 1041.
Ogilvie v. Herne, 13 Ves. 563: 656.
v. Knox Ins. Co., 2 Black, 539, 17 L. ed. 349: 423, 822, 844.
v. Knox Ins. Co., 22 How. 380, 16 L. ed. 349: 442, 423, 822.
Ogle v. Cook, 1 Ves. Sen. 177: 1206.
v. Lee, 2 Cranch, 33, 2 L. ed. 199: 2570.
v. Morgan, 1 De G., M. & G. 359: 1399.
v. Turpin, 8 Ill. App. 453, Harv. Law Rev., xxii, 438: 2573.
Ogles, *Re*, 93 Fed. 426: 2080, 2095, 2099.
Oglesby v. Attrill, 12 Fed. 227: 1413.
v. Attrill, 14 Fed. 214: 721, 815.
Ogsbury v. La Farge, 2 N. Y. 113, and § 187: 1201.
O'Halloran v. McGuirk, C. C. A., 167 Fed. 493, 93 C. C. A., 129: 1555.
O'Hara, *Re*, 166 Fed. 384: 2273.
O'Hara v. MacConnell, 93 U. S. 150, 152, 23 L. ed. 840, 842: 356, 399, 401, 444, 576, 579, 617, 620, 622, 2552.
v. Mobile & O. R. Co., 75 Fed. 130: 661.
v. Shepherd, 3 Md. Ch. Dec. 306: 773.
v. U. S., C. C. A., 129 Fed. 551, 64 C. C. A. 81: 1719.
O'Harrow v Henderson, 52 Fed. 769: 1792, 1803.
Ohio v. Columbus & X. R. Co., 48 Fed. 626: 1804.
v. Ellis, 10 Ohio, 456: 509.
v. Frank, 103 U. S. 697, 26 L. ed. 531: 1577.
v. Thomas, 173 U. S. 276, 285, 43 L. ed. 699, 702: 176, 1475, 1479, 1511.
Ohio & M. R. Co. v. Wheeler, 1 Black, 286, 17 L. ed. 130: 100, 136.

[References are to pages.]

Ohio Central R. Co. v. Central Tr. Co., 133 U. S. 83, 91, 33 L. ed. 561, 563: 620, 622, 1268.
Ohio Copper Min. Co. v. Hutchings, C. C. A., 172 Fed. 201: 1129.
Ohio L. Ins. & Tr. Co. v. Debolt, 16 How. 416, 14 L. ed. 997: 1119, 1568, 1574.
Ohio River R. Co. v. Fisher, C. C. A., 115 Fed. 929: 172, 657, 1405, 2427.
Ohio Valley Bank Co. v. Switzer, C. C. A., 153 Fed. 362: 2278.
Ohlquist v. Farwell, 13 Fed. 305 (4 McCrary, 401): 1789, 1807.
Ohman v. City of New York, 168 Fed. 953: 31, 1433.
Oil Well Supply Co. v. Hall, C. C. A., 128 Fed. 875: 2122.
Oishei v. Met. St. Ry. Co., 117 App. Div. (N. Y.) 110: 1885
v. Pennsylvania R. R. Co. 101 App. Div. (N. Y.) 473: 154.
v. Pennsylvania R. R. Co., 117 App. Div. (N. Y.) 110: 1335.
O. J. Lewis Mercantile Co. v. Klepner, C. C. A., 176 Fed. 343: 29, 54.
O'Kelly v. Richmond & D. R. (North Carolina), 89 N. C. 58: 1803.
Oklahoma, *Ex parte*, 220 U. S. 191, 55 L. ed. 431: 1444, 1449.
Oklahoma v. Atchison, T. & S. F. Ry. Co., 220 U. S. 277, 55 L. ed. 465: 0005.
v. Gulf, C. & S. F. Ry. Co. 220 U. S. 290, 55 L. ed. 469: 0005.
Oklahoma City v. McMaster, 196 U. S. 529, 49 L. ed. 587: 659, 2360.
Olanta Coal Min. Co. v. Beech Creek R. Co., 144 Fed. 150: 115.
Olcott v. Ennis-Calvert Compress Co., C. C. A., 114 Fed. 907: 1567.
v. Headrick, 141 U. S. 543, 547, 35 L. ed. 851, 853: 1244, 1253.
v. Supervisors, 16 Wall. 678, 21 L. ed. 382: 1568, 1569
Old Colony Tr. Co. v. Atlanta Ry. Co., 100 Fed. 798: 103.
Old Colony Tr. Co. v. Atlanta, 83 Fed. 39, 40, aff'd, C. C. A., 88 Fed. 859: 327.
v. City of Wichita, 123 Fed. 762: 422.
v. Dubuque L. & Tr. Co., 89 Fed. 794: 519.
Old Dominion Copper Mining & Smelting Co. v. Lewisohn, 176 Fed. 745: 717, 718, 732, 733.
Old Dominion S. S. Co. v. Kufald, 100 Fed. 331: 1967.
Oldfield v. Cobbett, 1 Phil. 613: 1290, 1292.
Oldham, *Re*, 89 N. C. 23, 45 Am. Rep. 673: 1355.
Oldham v. Eboral, Cooper Sel. Cases, *temp.* Brougham, 27: 758, 1389.
v. Oldham, 7 Ves. 410: 1048.
Old Nick Williams Co. v. U. S., C. C. A., 152 Fed. 925: 2458.
Olds v. City Trust, Safe Deposit & Surety Co., 114 Fed. 975: 1816.
v. City Trust, Safe Deposit & Surety Co., 180 Mass. 1, 61 N. E. 223: 1815.
v. Curlette, 145 Fed. 661: 345.
v. Herman H. Hettler Lumber Co., C. C. A., 195 Fed. 9: 2414, 2362.
v. Regan (N. J. Ch.), 32 Atl. 827: 509.
Old Settlers v. U. S. 148 U. S. 427, 463, 464, 37 L. ed. 509, 522, 523: 2502.
Oldstein, *Re*, 182 Fed. 409: 2041.
ough, 204 U. S. 8, 21, 51
Olds Wagon Co. v. Benedict, C. C. A., 67 Fed. 1, 14 C. C. A. 285: 839, 1789, 1808, 2027.
Old Wayne Life Ass'n v. McDon- L. ed. 345, 350: 581, 583.
O'Leary v. U. S., C. C. A., 158 Fed. 796: 1093
Olck v. Fern Rock Woolen Mills, 180 Fed. 117: 1586.
Ole Heson, The, 20 Fed. 384: 1938, 2006.
Oleson, *Re*, 110 Fed. 796: 2260.
Oleson v. Northern Pac. R. Co., 44 Fed. 1: 36, 39.
Olewine, *Re*, 125 Fed. 810: 2160.
O. L. Hallenbeck, The, 119 Fed. 468: aff'd, C. C. A. 135 Fed. 1022, 68 C. C. A. 676: 1942.

[References are to pages.]

Olinde Rodrigues, The, 174 U. S. 510, 43 L. ed. 1065: 2012.
Olive v. Armour & Co. C. C. A., 21 L.R.A.(N.S.) 109, 167 Fed. 517: 2049.
Oliver, The, 96 Fed. 85, 2 Am. B. R. 783: 2115, 2128.
Oliver, *Re*, 133 Fed. 832: 2269.
Oliver v. Alexander, 6 Peters, 143, 8 L. ed. 349: 1935, 2009.
v. Clarke, C. C. A., 106 Fed. 402: 998.
v. Decatur, 4 Cranch, C. C. 592: 753.
v. Platt, 3 How. 333, 412, 11 L. ed. 622, 658: 503, 509, 510, 420.
v. Platt, 2 McLean, 268: 420.
v. Rumford Chemical Works, 109 U. S. 75, 27 L. ed. 862: 411.
Olivier v. Hyland, C. C. A., 186 Fed. 843: 2013.
Olman, *Re*, 134 Fed. 681: 2233.
Olmsted v. City of Superior, 155 Fed. 172: 507.
v. Distilling & C. F. Co., 67 Fed. 24: 1024.
v. Distilling & C. F. Co., 73 Fed. 44: 1251.
Olney v. Tanner, 10 Fed. 101: 998, 1010.
O'Loughlin v. Bird, 128 Mass. 600: 605.
Olson v. Nor. R. Co., 43 Fed. 112: 474, 514.
v. Singer Mfg. Co., 122 N. Y. Supp. 822: 710
v. Singer Mfg. Co., 138 App. Div. 467: 710.
v. U. S., C. C. A., 133 Fed. 849, 67 C. C. A. 21: 1677.
Olypanhe v. St. Louis O. & S. Co., 28 Fed. 729: 974.
Olyphant v. St. Louis O. & S. Co., 22 Fed. 179: 968.
Omaha & Council Bluffs Street Ry. Co. v. Interstate Commerce Commission, 222 U. S. 582, 56 L. ed. 324: 2481.
Omaha H. Ry. Co. v. Cable Tr. Co., 32 Fed. 727: 67.
v. Cable T. W. Co., 33 Fed. 689: 67, 148, 772.
Omaha Hotel Co. v. Wade, 97 U. S. 13: 121.
Omaha Water Co. v. Schamel, C. C. A., 147 Fed. 502: 2543.
O'Mahoney v. Belmont, 62 N. Y. 133, 149: 153, 1037.
O'Mahoney v. Belmont, 37 N. Y. Super. Ct. 223: 1037.
O'Malley, *Re*, 191 Fed. 999: 2205.
Oman v. Bedford-Bowling Green Stone Co., C. C. A., 134 Fed. 64: 858.
Ommen v. Talcott, 175 Fed. 261, 270: 1220, 1221, 1230, 1231, 1285, 2106, 2107, 2186.
v. Talcott, 180 Fed. 925: 1393, 2459.
Onderdonk v. Fanning, 2 Fed. 568: 1366.
O'Neal, *Ex parte*, 125 Fed. 967: 1356, 1380, 1514.
O'Neal v. U. S., 190 U. S. 36, 47 L. ed. 945: 1356, 1383, 2374.
One Hundred and Eighteen Sticks of Timber, 10 Ben. (U. S.) 86, 18 Fed. Cas. No. 10,519: 1946.
One Hundred and Ninety-four Shawls, Abb. Adm. 317, 18 Fed. Cas. No. 10,521: 1943.
O'Neil v. Kansas City S. & M. R. Co., 31 Fed. 663: 1323.
v. Perryman, 102 Ala. 522, 14 South. p. 98: 693.
v. Wolcott Min. Co., C. C. A., 27 L.R.A.(N.S.) 200, 174 Fed. 527: 450, 1171, 2352, 2552.
Ong Lung, *Re*, 125 Fed. 813: 1514.
Onondaga Indian Wigwam Co. v. Ka-Noo-No Indian Mfg. Co., 182 Fed. 832: 508.
Ontario Land Co. v. Wilfong, 223 U. S. 543, 56 L. ed. 544: 2372, 2572.
Ontario Powder Works v. Powell, 132 Mich. 451, 93 N. W. 1075: 794.
Ontonagon, The, 19 Fed. 800: 2009.
Oold v. Canham, 1 Cases in Ch. 316: 654.
Oppenheimer, *Re*, 140 Fed. 51: 2182.
Re, 146 Fed. 140: 2272.
Ord v. Huddleston, 2 Dick. 510: 633.
v. Noel, 6 Madd. 127: 1407, 1408.
Order of St. Benedict of New Jersey v. Steinhauser, 179 Fed. 137: 161.
Order of U. S. C. C., May 31, 1910, 217 U. S. 611: 1307.
Orear, *Re*, C. C. A., 30 L.R.A.(N.S.) 990, 178 Fed. 632: 2161.

[References are to pages.]

Orear, *Re*, C. C. A., 189 Fed. 888: 2217.
Oregon, 158 U. S. 186, 39 L. ed. 943: 1958.
Oregon & C. R. Co. v. U. S., C. C. A. 144 Fed. 832: 19, 463.
Oregon v. Hitchcock, 202 U. S. 60, 50 L. ed. 935: 382.
Oregon Iron Works, *Re*, 4 Saw. 169, 170: 331.
Re, 17 N. B. R. 404: 331.
Oregon Round Lumber Co. v. Portland & Asiatic S. S. Co., 162 Fed. 912, 921: 1992.
Oregon R. R. & Nav. Co. v. Balfour, C. C. A., 90 Fed. 295: 2571.
v. Balfour, 179 U. S. 55, 45 L. ed. 82: 2377.
v. Campbell, 173 Fed. 957: 67.
v. Shell, 125 Fed. 979: 24, 36.
Oregon S. L. & U. N. Ry. Co. v. Skottowe, 162 U. S. 490, 40 L. ed. 1048: 1757, 60, 80.
Oregon & Trans. Co. v. N. Pac. Ry. Co., 32 Fed. 428: 773.
O'Reily v. Campbell, 116 U. S. 418, 29 L. ed. 669: 1560, 2548.
v. Edrington, 96 U. S. 724, 24 L. ed. 659: 2480, 2510.
v. Morse, 15 How. 62, 124, 14 L. ed. 601, 628: 1338.
Organ v. Gardiner, 1 Ch. Cas. 231: 1389.
Organic Act of May 17, 1884, 23 St. at L. 24: 264.
Origet v. U. S., 125 U. S. 240, 8 Sup. Ct. 846, 31 L. ed. 743: 1590.
Orleans, The v. Phœbus, 11 Peters, 175, 9 L. ed. 677: 1937.
Orman v. North Alabama Development Co., 53 Fed. 469: 1898, 1899.
Ormsby v. Union Pac. R. Co., 4 Fed. 706: 899, 901.
Ormsby v. Webb, 134 U. S. 47, 33 L. ed. 805: 2356, 2391, 2125.
Ornelas v. Ruiz, 161 U. S. 502, 16 S. Ct. 689, 40 L. ed. 787: 1483, 1634, 2369, 2477.
Orner v. Saunders, Fed. Cas. No. 10,584 (3 Dill. 284): 90.
Oroseo v. Gagliardo, 22 Cal. 83: 125, 1883.
Oroville & N. R. Co. v. Leggett, 162 Fed. 571: 1798.
Orpen, *Re*, 86 Fed. 760: 1637.
Orr v. The Achsah, 18 Fed. Cas. No. 10,586: 1944.
v. Diaper, 4 Ch. D. 92: 1116.
v. Littlefield, 1 W. & M. 13: 874, 875, 918.
v. Merrill, 1 W. & M. 376: 918.
v. Park, C. C. A., 183 Fed. 683: 2195.
v. Tribble, 158 Fed. 897: 2112.
Ortega v. Lara, 202 U. S. 339, 50 L. ed. 1055: 268, 2440.
Orteiza v. Jacobus, 136 U. S. 330, 34 L. ed. 464: 1483.
Orth v. St. Paul, etc., R. Co., 43 Minn. 208, 45 N. W. 151: 790.
v. Ortley v. Messere, 7 Johns. Ch. (N. Y.) 139: 359.
Orvis v. Dana, 1 Abb. N. Cas. (N. Y.) 268: 792.
v. Powell, 98 U. S. 176, 178, 25 L. ed. 238: 342, 1268.
Osborn, *Re*, 104 Fed. 780: 2223.
Osborn v. Bank of U. S., 9 Wheat. 738, 6 L. ed. 204: 325, 442, 896, 1058.
v. Osborn, 5 Fed. 389 (2 McCrary, 455): 1827.
v. U. S., 9 Ct. Cl. 153: 2351.
v. U. S., 131 U. S. cxxxvii, 23 L. ed. 871: 1304.
v. U. S. Bank, 9 Wheat. 738, 823, 6 L. ed. 204, 224: 79, 363, 394.
Osborne, *Re*, C. C. A., 115 Fed. 1: 2241, 2243.
Osborne v. Barge, 30 Fed. 805: 100, 691, 692, 702.
Osburn v. Barter & Goddins, anno. 26 Eliz., Choyce Cas. in
v. City of Detroit, 32 Fed. 36: 1939.
v. Detroit, 28 Fed. 385: 1426.
v. Harvey, 1 Y. & C. N. R. 116: 1018.
v. Henry, 66 N. C. 354: 1292.
v. Missouri Pac. Ry. Co., 147 U. S. 248, 260, 37 L. ed. 155, 164: 559.
v. Pennsylvania R. Co., (E. D. Pa.) 159 Fed. 301: 1339, 1341.
v. Perkins, C. C. A., 112 Fed 127: 2289.
v. Wisconsin Cent. R. Co., 43 Fed. 824: 495, 505.
Ch. (ed. of 1870), p. 176: 867.

[References are to pages.]

Osceola, The, 66 Fed. 347: 1946.
Osgood v. Chicago, D. & V. R. Co., Fed. Cas. No. 10,604 (6 Biss. 330): 1795, 1804, 1813, 1830, 1835.
O'Shaugnessy v. Humes, 129 Fed. 953: 444.
Oshwitz, *Re*, 183 Fed. 990: 2276.
Oster v. People, 192 Ill. 473, 56 L.R.A. 462: 1370.
Ostrander, *Re*, 139 Fed. 592: 2257.
Ostrom, *Re*, 185 Fed. 988: 2205.
Oswald v. New York, 2 Dall. 415, 1 L. ed. 438: 7.
Ota, *Re*, 96 Fed. 487: 1489.
Oteiza v. Jacobus, 136 U. S. 330, 10 S. Ct. 330, 34 L. ed. 464: 1638.
Oteri v. Scalzo, 145 U. S. 578, 589, 590, 36 L. ed. 824, 828: 2544.
Ott, *Re*, 95 Fed. 274: 2210.
v. Doroshow, 147 Fed. 762: 2172.
Otto Freund Arnold Yeast Co., *Re*, 178 Fed. 305: 2209.
Otto F. Lange Co., *Re*, 159 Fed. 586: 2209, 2210.
Otto F. Lange Co., *Re*, 170 Fed. 114, 116: 2193, 2199, 2200.
Otto v. Regina M. B. Co., 87 Fed. 510: 513.
Ottumwa v. City Water-Supply Co., C. C. A., 59 L.R.A. 604, 119 Fed. 315: 41.
v. City Water-Supply Co., C. C. A., 119 Fed. 315, 59 L.R.A. 604: 47.
Ouachita & M. R. Packet Co. v. Aiken, 16 Fed. 890: Holland v. Ryan, 17 Fed. 1: 101.
Over v. Lake Erie & W. R. Co., 63 Fed. 34: 1781.
Overby v. Gordon, 177 U. S. 214, 44 L. ed. 741: 361.
Overman v. Parker, Fed. Cas. No. 10,623: 1838.
Overman Wheel Co. v. Curtis, 53 Fed. 247: 877.
v. Pope Mfg. Co., 46 Fed. 577: 1842, 1848.
v. Pope Mfg. Co., 46 Fed. 577: 111, 1855.
Overton v. Memphis & L. R. Co., 10 Fed. 866: 1020.
Overweight C. El. Co. v. Cahill & H. El. Co., 86 Fed. 338: 880.
v. Improved O. of R. M. H. Ass'n, C. C. A., 94 Fed. 155: 880.
v. Standard Elevator & Mfg. Co., 96 Fed. 231: 533.
Owatonna Mfg. Co. v. F. B. Fargo & Co., 94 Fed. 549: 721, 767.
Owen v. Brown, C. C. A., 120 Fed. 812: 2071, 2173.
v. Curzon, 2 Vern. 237: 746, 770.
v. Dickerson, Craig & P. 48, 56: 844.
v. Giles, C. C. A., 157 Fed. 825: 2478.
v. Hanney, 9 Cranch, 180, 3 L. ed. 697: 2496.
v. Henry, 161 U. S. 642, 40 L. ed. 837: 748.
v. Homan, 4 H. L. C. 997, 1032: 948.
v. Mo. Pac. Ry. Co., 38 Fed. 571: 1553.
v. New York Life Ins. Co., Fed. Cas. No. 10,631 (1 Hughes, 322): 138, 139.
v. Ohio Cent. R. Co., 20 Fed. 10: 1894.
v. Thomas, 3 M. & K. 353, 357: 1059.
Owensboro v. Owensboro Water Works, C. C. A., 115 Fed. 318: 2416, 2370.
v. Westinghouse, Church, Kerr & Co., C. C. A., 165 Fed. 385: 669.
Owings' Case, 1 Bland (Md.), 370, 404, 17 Am. Dec. 311: 360, 1272.
Owings v. Hull, 9 Pet. 607, 8 L. ed. 1061: 1053.
v. Kincannon, 7 Pet. 399, 8 L. ed. 727: 2448.
v. Norwood, 5 Cranch, 344, 3 L. ed. 120: 2395.
v. Tierman, 10 Peters, 447, 9 L. ed. 489, § 8: 2511.
Owsley v. Yerkes, 185 Fed. 686: 910.
Oxford Coast Line R. Co. v. Union Bank, C. C. A., 153 Fed. 723, 726: 1590, 1593.
Oxley, *Re*, 182 Fed. 1019, Wash: 2176.

[References are to pages.]

Oxley Stave Co. v. Butler County, 166 U. S. 648, 41 L. ed. 1149: 2402.
v. Coopers' Int. Union, 72 Fed. 695: 99, 101, 506, 871.
Ozark Land Co. v. Leonard, 24 Fed. 658: 2489.

P.

Pabst Brewing Co. v. Crenshaw, 120 Fed. 144: 862.
Paca v. Dutton, 4 Mo. 371: 1079.
Pacific, The, 18 Fed. 703: 2006.
Pacific Bank v. Mixter, 114 U. S. 463, 29 L. ed. 221: 2481.
Pacific Coast Co. v. Reynolds, C. C. A., 114 Fed. 877, 52 C. C. A. 497: 1998.
Pacific Coast S. S. Co. v. Bancroft-Whitney Co., C. C. A., Ninth Ct. 94 Fed. 180, 189, 190: 1964.
v. Ferguson, C. C. A., 76 Fed. 993, 22 C. C. A., 671, 44 U. S. App. 708: 1938.
v. Moore, 70 Fed. 870: 1938.
Pacific Electric Co. v. Los Angeles, 118 Fed. 746: 68.
Pacific Exp. Co. v. Malin, 132 U. S. 531, 33 L. ed. 450: 1598, 1602.
v. Needham (Texas), 94 S. W. 1070: 1833.
v. Seibert, 44 Fed. 310, 315: 326, 327.
Pacific Live Stock Co. v. Hanley, 98 Fed. 327: 48, 51, 504.
v. Hanley, C. C. A., 200 Fed. 468: 1389.
v. Silvies River Irr. Co., C. C. A., 200 Fed. 487: 441, 1274.
Pacific M. L. I. Co. v. Tompkins, C. C. A., 101 Fed. 539: 129.
Pacific Mail S. S. Co., *Re*, C. C. A., 65 L.R.A. 71, 130 Fed. 76: 1993.
v. Iverson, C. C. A., 154 Fed. 450: 1288.
Pacific Nat. Bank v. Mixter, 114 U. S. 463, 29 L. ed. 221: 2508.
v. Mixter, 124 U. S. 721, 31 L. ed. 567: 1535.
Pacific Postal Tel. Co. v. Irvine, 49 Fed. 113: 470.
Pac. Ry. Com., *Re*, 32 Fed. 241: 1101.
Pacific R. of Mo. v. Atlantic & P. R. Co., 20 Fed. 277: 331, 332, 418.
v. Ketchum, 95 U. S. 1, 24 L. ed. 347: 734, 2535.
v. Ketchum, 101 U. S. 289, 299, 25 L. ed. 932, 936: 98, 101, 103, 116, 433, 1173, 1760, 2552.
v. Mo. Pac. Ry. Co., 1 McCray, 647: 590.
v. Mo. Pac. Ry. Co., 3 Fed. 772: 589, 590.
v. Mo. Pac. Ry. Co., 111 U. S. 505, 522, 28 L. ed. 498, 504: 143, 465, 466, 589, 658, 787, 1123, 1175, 1177, 1183, 1416, 1419.
Pacific R. R. v. Missouri Pac. Ry. Co., 23 Fed. 565: 134.
Pacific R. R. Removal Cases, 115 U. S. 2, 23, 29 L. ed. 319, 327; affirming 19 Fed. 150: 1611, 1773, 1774, 1798.
Pacific Sheet Metal Works v. Californian Canneries Co., C. C. A., 164 Fed. 980: 1561, 1562.
Pacific Surety Co. v. Leatham & Smith Towing & Wrecking Co., C. C. A., 151 Fed. 440: 1937.
Pacific Tel. & Tel. Co. v. City of Los Angeles, 192 Fed. 1009: 924.
Packer v. Bird, 137 U. S. 661, 34 L. ed. 819: 1578.
v. Whittier, C. C. A., 91 Fed. 511: 2253.
Packet Co. v. Cattlettsburg, 105 U. S. 559, 26 L. ed. 1169: 1177.
Packington v. Packington, 1 Dick. 101: 919.
Padelford v. Mayor, 14 Ga. 438: 2398.
Padgett v. Post, C. C. A., 106 Fed. 600: 1454.
Pagan v. Sparks, 2 Wash. C. C. A., 325: 418.
Page v. Bartlett, 101 Ala. 193: 501.
v. Edmunds, 187 U. S. 596, 47 L. ed. 318: 2160.
v. Fall River, W. & P. R. Co., 31 Fed. 257: 136.
v. Holmes B. A. Tel. Co., 2 Fed. 330: 829, 875, 1397, 1398, 1407.
v. Holmes B. A. Tel. Co., 18 Blatchf. 118: 821, 829, 875

[References are to pages.]

Page v. Moore, 179 Fed. 988: 2180.
v. Rogers, C. C. A., 149 Fed. 191: 2276, 2560.
v. Rogers, 211 U. S. 575, 581, 53 L. ed. 332: 2175, 2199, 2200.
Page Mach. Co. v. Dow, Jones & Co., C. C. A., 168 Fed. 703: 530, 879.
Paige, *Re*, 99 Fed. 538: 2090.
Paige v. Broadfoot, 100 Ala. 610: 1181.
Paige et al. v. Rochester, 137 Fed. 663: 205, 207.
Paine, *Re*, 127 Fed. 246: 2165, 2259.
Paine v. Central Vt. R. Co., 118 U. S. 152, 158, 30 L. ed. 193, 195: 1565.
v. Standard Plunger Elevator Co., 186 Fed. 605: 1566.
v. Trask, C. C. A., 56 Fed. 233: 1072.
v. Warren, 33 Fed. 357: 1116.
Paine Lumber Co. v. Galbraith, 38 App. Div. (N. Y.) 68: 607.
v. U. S., 55 Fed. 854: 373, 2302.
Paint Creek Co. v. Gallego Coal & Land Co., C. C. A., 166 Fed. 62: 437.
Painter v. Chicago, B. & Q. R. Co., 177 Fed. 517: 1785.
v. Napoleon Tp., 156 Fed. 289: 2184, 2185.
v. Napoleon Tp., 190 Fed. 637: 2183.
v. New R. M. Co., 98 Fed. 544: 1823.
Pakradooni v. Storey Cotton Co., 151 Fed. 607: 997.
Palatka Water Works v. Palatka, 127 Fed. 161: 862.
Palestine Water & Power Co. v. Palestine, 41 S. W. 659: 164.
v. Palestine, 91 Tex. 540, 44 S. W. 814, 40 L.R.A. 203: 164, 417.
Palk v. Lord Clinton, 12 Ves. 63: 561.
Palliser, *Re*, 136 U. S. 257, 34 L. ed. 514: 1518, 1723.
Palmer, Attorney-General, v. Parkhurst, 1 Chan. Cas. 112: 359.
Palmer v. Foote, 7 Paige (N. Y.) 437: 424.
v. Hussey, 119 U. S. 96, 30 L. ed. 362: 2257, 2298.
Palmer v. Inman (Georgia), 122 Ga. 226, 50 S. E. 86: 1806.
v. Texas, 212 U. S. 118, 53 L. ed. 435: 157, 158, 164, 166, 1042.
v. Travers, 20 Fed. 501, U. S. C. C., S. D. N. Y., by Wheeler, J.: 898.
v. U. S., Washington, Ty. 5: 1703.
v. Vaughan, 3 Swanst. 173: 974, 975.
v. Walesby, L. R. 3 Ch. App. 732: 1167.
Palmer P. T. Co. v. Newton R. Works, 73 Fed. 218: 874.
Palmyra, The, 10 Wheat. 502, 6 L. ed. 376: 2433.
12 Wheat. 1, 6 L. ed. 531: 1957, 2011, 2570.
Pamill v. Eliason, 3 Cranch, C. C. 358: 1146.
Pam-To-Pee v. U. S., 187 U. S. 371, 47 L. ed. 221: 2352.
Pana v. Bowler, 107 U. S. 529, 27 L. ed. 424: 592.
Panama R. Co. v. Napier Shipping Co., 166 U. S. 280, 41 L. ed. 1004: 2383, 2457.
Pancoast, *Re*, 129 Fed. 643: 1086, 2186.
Pangborn, *Re*, 185 Fed. 673: 2080, 2084, 2085, 2178.
Pankhurst v. Wighton & Co., 2 Times L. R. 745: 1124.
Pannell v. Tayler, T. & R. 96, 100: 1050.
Pannill v. Eliason, 3 Cranch, C. C. 358: 1146.
Panoulias v. Hawley, 178 Fed. 101: 875.
v. Nat. Equipment Co., 198 Fed. 493: 679.
Paolina, The, 11 Fed. 171: 1970.
Paper v. Stern, C. C. A., 198 Fed. 642: 2168, 2184.
Paper Bag Cases, 105 U. S. 766–771, 26 L. ed. 959–961: 410.
Paquet, *Re*, C. C. A., 114 Fed. 437: 1358, 1380, 1443.
Paquete Habana, The, 175 U. S. 677, 686, 44 L. ed. 320, 323: 1054, 1980, 2012, 2368, 2409, 2417, 2436.
189 U. S. 453, 47 L. ed. 901: 1972.
Para, The, 56 Fed. 241: 1939.

[References are to pages.]

Paramore & Ricks, *Re*, 156 Fed. 208: 2220.
156 Fed. 211: 2220.
Parcels v. Johnson, 20 Wall. 653, 22 L. ed. 410: 2400, 2422.
Pardee, J., in Socola v. Grant, 15 Fed. 487, 489: 487.
Pargoud v. U. S., 4 Ct. Cl. 337, 349: 2324.
v. U. S., 13 Wall. 156, 20 L. ed. 646: 2324.
Paris, *Ex parte*, 6 W. & M. 227: 1315.
Parish v. Ellis, 16 Pet. 451, 10 L. ed. 1028: 2356.
v. U. S., 1 Ct. Cl. 345: 2323.
v. U. S., 8 Wall. 489, 19 L. ed. 472: 2323.
Park, *Re*, 13 Fed. 421: 1110.
Park v. N. Y., L. E. & W. R. Co., 70 Fed. 641: 100, 118, 831, 941, 943, 946.
v. N. Y., L. E. & W. R. Co., 64 Fed. 190: 946, 966.
v. N. Y., L. E. & W. R. R., 140 Fed. 799: 1217.
v. Willis, 1 Cranch. C. C. 357: 1140.
Park Bros. & Co. v. Oil City Boiler Works, 204 Pa. St. 453, 54 Atl. 334: 575.
Park & Pollard Co. v. Kellerstrass, 181 Fed. 431: 884.
Park & Sons v. Hartman, 12 L.R.A. (N.S.) 135, 153 Fed. 24: 883.
Parker, *Ex parte*, 120 U. S. 737, 39 L. ed. 818: 1416, 2468.
Parker v. Bigler, 1 Fish. 285: 1322.
v. Black, 143 Fed. 560: 2183, 2184.
v. Black, 151 Fed. 18: 341, 2184.
v. Browning, 8 Paige (N. Y.), 388, 35 Am. Dec. 717: 1000.
v. Concord, 39 Fed. 718: 1195.
v. Dacres, 130 U. S. 43, 32 L. ed. 848: 1268.
v. Downing, 1 M. & K. 634: 1275.
v. Francis, 9 Jur. 646, note: 800.
v. Grant, 1 J. Ch. (N. Y.) 434: 618.
v. Haworth, 4 McLean, 370: 1073.
v. Hotchkiss, 1 Wall. Jr. 269: 603, 1106.
Parker v. Marco, 136 N. Y. 585, 20 L.R.A. 45, 32 Am. St. Rep. 770: 603.
v. Moore, C. C. A., 115 Fed. 799, 802: 1578.
v. Morrell, 2 Phil. 453: 1207.
v. Morrill, 106 U. S. 1, 27 L. ed. 72: 34.
v. Nightingale, 6 Allen (Mass.) 341, 80 Am. Dec. 632: 495.
v. Nixon, Baldw. 291: 1152.
v. Ogdensburg & L. C. R. Co., 79 Fed. 817: 1426, 1565.
v. Ormsby, 141 U. S. 81, 35 L. ed. 654: 204, 207, 474.
v. Overman, 18 How. 137, 15 L. ed. 318: 1779, 1838.
v. Sears, 1 Fish. Pat. Cas. 93: 909.
v. Judges, The, 12 Wheat. 561, 6 L. ed. 729: 1420, 2491.
v. U. S., 151 U. S. 396, 38 L. ed. 208: 1551.
v. Vanderbilt, 136 Fed. 246: 1823, 1861, 1865, 1866.
v. Winnipiscogee Lake C. & W. Co., 2 Black, 545, 17 L. ed. 333: 867.
Parker, Petitioner, 131 U. S. 221: 1750.
Parker's Adm'r v. Clarkson, 39 W. Va. 184, 19 S. E. 431: 1889.
Parkhurst v. Kinsman, 2 Blatchf. C. C. 72: 773.
v. Kinsman, 2 Blatchf. 78: 912, 939, 975.
Parkinson v. Barr, 105 Fed. 81: 115, 1812, 1814, 1912.
v. Laselle, 3 Saw. 330: 883.
v. Wentworth, 11 Mass. 26: 354.
Parks, *Ex parte*, 93 U. S. 18, 23 L. ed. 787: 1476, 1477.
Parks v. Booth, 102 U. S. 96, 105, 26 L. ed. 54, 57: 674, 675, 1234.
v. Southern Ry. Co., C. C. A. 143 Fed. 276: 1554.
v. Turner, 12 How. 39, 46, 13 L. ed. 883, 887: 714, 1439.
v. U. S. Bankers' Corporation 140 Fed. 160: 942.
Parks Co. v. City of Decatur, C. C. A., 138 Fed. 550: 1279.
Parmenter Mfg. Co. v. Stoever, C. C. A., 97 Fed. 330: 2071.
Parmley v. Railroad Cos., 3 Dill. 25: 924.
Parrot v. Treby, Prec. in Ch. 254: 1282.

[References are to pages.]

Parsons, *Re*, 150 U. S. 150, 37 L. ed. 1034: 1450, 1527.
Parsons v. Bedford, 3 Pet. 433, 7 L. ed. 732: 336.
v. Charter Oak L. I. Co., 31 Fed. 305: 180, 949, 955.
v. Denis, 7 Fed. 317: 1422, 1429.
v. District of Columbia, 170 U. S. 45, 42 L. ed. 943: 2387.
v. Empire Transp. Co., C. C. A., 111 Fed. 202: 1992, 1993.
v. Howard, 2 Woods, 1, 5: 434, 437, 454.
v. Lyman, 4 Blatchf. C. C. 432: 414, 493, 494.
v. Robinson, 122 U. S. 112, 30 L. ed. 1122: 1259, 2432.
v. Slaughter, 63 Fed. 876: 329, 393.
Parsons Non-Skid Co. v. E. J. Willis Co., 176 Fed. 176: 466, 1325.
v. E. J. Willis Co., 190 Fed. 333: 876.
Parshall v. Tillou, 13 How. Pr. (N. Y.) 7: 790.
Partee v. Thomas, 11 Fed. 709: 722.
Partridge v. Andrews, C. C. A., 41 L.R.A.(N.S.) 123, 191 Fed. 325: 2162.
v. Boston & M. R. Co., C. C. A., 184 Fed. 211: 1552, 1598.
v. Felix Mut. L. I. Co., 15 Wall. 573, 21 L. ed. 229: 1426, 1429.
v. Haycraft, 11 Ves. 570, 574, 581: 477, 687.
v. Osborne, 5 Russ. 195, 251: 1410.
v. Osborne, 6 Russ. 195: 1408.
v. Phœnix Life Ins. Co., 15 Wall. 573, 21 L. ed. 229: 1897.
Paschal, *Re*, 10 Wall. 483, 19 L. ed. 992: 1354, 1361.
10 Wall. 483, 19 L. ed. 992: 1361.
Paso Water Co. v. El Paso, 152 U. S. 157, 159, 38 L. ed. 396, 397: 41.
Passaic, The, 190 Fed. 644, 649: 1986, 1989, 1999, 2003.
Passavant v. Sickle, 14 Civ. Pro. R. (N. Y.) 57: 791.
Passavant v. U. S., 148 U. S. 214, 217, 37 L. ed. 426, 427: 313, 2361, 2410.
Pasteur C. F. Co. v. Funk, 52 Fed. 146, 147: 923.
Patasco, The, 12 Wall. 451, 20 L. ed. 457: 2440.
Patasco Ins. Co. v. Southgate, 5 Pet. 604, 612, 8 L. ed. 243, 246: 1140, 1141.
Patch v. Wabash Railroad Co., 207 U. S. 277, 283, 52 L. ed. 204, 207: 136, 137, 2362, 2368.
v. Ward, L. R. 3 Ch. 203, 212: 1266.
Patchin v. Hunter, 38 Fed. 51: 1791, 1792, 1811.
Patillo v. Allen-West C. Co., 131 Fed. 680: 725, 726.
Paton v. Majors, 46 Fed. 210, U. S. C. C., E. D. La., Billings, J.: 1116, 1118.
Patrick v. Isenhart, 29 Fed. 339: 1181.
Pattee, *Re*, 143 Fed. 994: 2214.
Patton v. Brady, 184 U. S. 608, 46 L. ed. 713: 68.
Patten v. Cilley (N. H.), 42 Atl. Rep. 47: 1926.
v. Cilley, 50 Fed. 337, 1 C. C. A. 522, 5 U. S. App. 9: 1929.
Patterson, *Re*, 121 Fed. 921: 2241, 2242.
Patterson v. Colorado, 205 U. S. 454, 51 L. ed. 879: 1355, 1356.
v. Corn Exchange of Buffalo, 197 Fed. 686: 791.
v. Farmington St. Ry. Co., 111 Fed. 262: 116, 450.
v. Jaeger & S. Ry. Co., C. C. A., 178 Fed. 649: 2556.
v. Patterson, 182 Fed. 952: 980.
v. Patterson, 184 Fed. 547: 1034.
v. Robinson Bros. Co., C. C. A., 180 Fed. 668: 1591.
v. Safe Deposit & Trust Co., 148 Fed. 787: 646.
v. Stapler, 7 Fed. 210: 409, 724.
v. U. S., 2 Wheat. 221, 4 L. ed. 224: 1470.
v. U. S., 21 Ct. Cl. 322: 2314.
v. Wyoming Valley District Council, 31 Pa. Superior Ct. 112: 1375.

[References are to pages.]

Patterson & Co., *Re*, 125 Fed. 562: 2170.
Patting v. Spring & C. Co., 93 Fed. 98: 1547.
Patton v. Brady, 184 U. S. 608, 612, 46 L. ed. 713, 716: 739.
v. Glantz, 56 Fed. 367: 480, 536.
v. Marshall, C. C. A., 26 L.R.A. (N.S.) 127, 173 Fed. 350: 699, 700, 707.
v. Texas & P. Ry. Co. C. C. A., 95 Fed. 244: 2571.
v. Whitney, 5 N. Y. St. Rep. 845: 789.
Paul v. Baltimore & O. & C. R. Co., 44 Fed. 513: 138.
v. Delaware, L. & W. R. Co., 130 Fed 951, 955: 1554, 1562, 1563, 1564, 2359.
v. Lowry, 2 Cranch, C. C. 628: 1148.
Paving Co. v. Mulford, 100 U. S. 147, 25 L. ed. 591: 2444.
Pawaschick, The, 2 Lowell (U. S.) 142, 19 Fed. Cas. No. 10,-851: 1943.
Pawlet v. Clark, 9 Cranch, 292, 3 L. ed. 735: 142.
Paxson v. Cunningham, 63 Fed. 132: 1017.
Paxton v. Douglas, 8 Ves. 520: 904.
v. Douglas, 19 Ves. 225: 1122.
Payan v. U. S., 15 Ct. Cl. 56: 2348.
Payne, *Re*, 151 Fed. 1018: 2273.
Payne v. Hook, 7 Wall. 425, 432, 19 L. ed. 260, 262: 161, 162, 317, 348, 435, 453, 454, 501, 503.
v. Kansas & A. V. R. Co., 46 Fed. 546: 905.
v. Niles, 20 How. 219, 15 L. ed. 895: 2447, 2453.
Peabody v. Norfolk, 98 Mass. 452, 96 Am. Dec. 664: 847.
v. Westerly Waterworks, 20 R. I. 176, 37 Atl. 807: 493.
Peabody Gold-Min. Co. v. Gold Hill Min. Co., 97 Fed. 657: 87, 89.
v. Gold Hill Min. Co., C. C. A., 111 Fed. 817: 62.
Peace R. Ph. Co. v. Edwards, C. C. A., 70 Fed R 728: 2482.
Peacock, Hunt & West Co. v. Thaggard, 128 Fed. 1005: 207, 695.
Peake v. Highfield, 1 Russ. 559: 33, 1204.
Peale v. Marian Coal Co., 172 Fed. 639: 486, 609.
v. Phipps, 8 How. 256, 12 L. ed. 1070: 2468.
v. Phipps, 14 How. 368, 14 L. ed. 459: 151, 159.
Pearce v. Texas, 155 U. S. 311, 39 L. ed. 164: 1482.
v. U. S., C. C. A., 192 Fed. 561: 1726.
v. Weidemeyer, 52 Misc. (N. Y.) 456, 102 N. Y. Supp. 505: 790.
Pearne v. Lisle, Amb. 75: 1046.
Pearse v. Brook, 3 Beav. 337: 1081.
Pearson, *Re*, 95 Fed. 425, 2 Am. B. R. 819: 2067, 2115.
Pearson v. The Alsalfa, 44 Fed. 358 (U. S. D. C. D., S. C.): 577.
v. Ward, 1 Cox Eq. 177: 322.
Pease, *Re*, 129 Fed. 446, 448: 2065, 2066, 2172.
Pease v. Peck, 18 How. 595, 15 L. ed. 518: 1568.
Peaslee v. Haberstro, 15 Blatchf. 472: 715, 1437.
Peavey & Co. F. H. v. Union Pac. R. Co., 176 Fed. 409: 550.
Peay v. Schenck & Bliss, Woolw. 175: 704.
Peck, *Ex parte*, 3 Blatchf. 113: 1101, 1110, 1139, 1143, 1144.
Peck, *Ex parte*, 3 Blatchf. 123: 1473.
Peck, *Re*, 120 Fed. 972: 2243.
Peck, *Re*, C. C. A. 168 Fed. 48: 2198.
v. Ayers & Lord Tie Co., C. C. A., 116 Fed. 273: 865.
Peck v. Cooper, 112 Ill. 192, 54 Am. Rep. 231: 405.
v. Frame, 9 Blatchf. 194: 1273.
v. Jenness, 7 How. 624, 12 L. ed. 846: 853.
v. Peck, Mosely, 45: 682, 783.
v. Sanderson, 18 How. 12, 15 L. ed. 262: 2533.
v. Vinson, 124 Ind. 12: 481.
Peck S. & W. Co. v. Fray, 92 Fed. 947: 1296.
Peckham v. Henkel, 166 Fed. 627: 176, 1630.
v. Henkel, 216 U. S. 483, 54 L. ed. 579: 1630, 1657.
Pechner v. Phenix Ins. Co. (New York), 6 Lans. 411: affirmed 65 N. Y. 195: 1837, 1838, 1882, 1889.

[References are to pages.]

Pedrick v. White, 1 Met. (Mass.) 76: 775.
Peeler v. Lathrop, 84 Fed. 780: 27, 29, 51.
Peerless Finishing Co., *Re*, 199 Fed. 350: 1252.
Peet v. Fowler, 170 Fed. 618: 603.
Peik v. Chicago & N. W. R. Co., 94 U. S. 164, 24 L. ed. 97: 1575.
Peinach v. Atlantic & G. W. R. Co., 58 Fed. 33: 857.
Peirce v. U. S., 1 Ct. Cl. 195: 2324.
v. Van Dusen, C. C. A., 69 L.R.A. 705, 78 Fed. 693: 1576.
v. Walters, 164 Ill. 560, 45 N. E. 1068: 1886.
v. West's Ex'rs, Pet. C. C. 351: 710.
v. West's Ex'rs, 3 Wash. 354, 355: 719.
Peiser, *Re*, 115 Fed. 199, 7 Am. B. R. 690: 950, 2036, 2095.
Peisch v. Ware, 4 Cranch, 347, 2 L. ed. 643: 1934.
Pelham v. Rose, 9 Wall. 103, 19 L. ed. 602: 2013, 2380.
Pellett v. Great Northern Ry. Co., 105 Fed. 194: 1856.
Pelton v. National Bank, 101 U. S. 143, 148, 25 L. ed. 901, 902: 851.
Pelzer v. Binghamton, C. C. A., 95 Fed. 823: 879.
v. City of Binghamton, C. C. A., 95 Fed. 823, 37 C. C. A. 288: 878.
Pelzer Mfg. Co. v. Hamburg B. F. Ins. Co., 62 Fed. 1: 1778.
v. St Pau Flire & Marine Ins. Co., 40 Fed. 185, 186: 1895.
v. Sun Fire Office of London, 36 S. C. 213, 15 S. E. 562: 1884.
Pembina Mining Co. v. Pennsylvania, 125 U. S. 181, 186, 31 L. ed. 650, 652: 1760.
Pender v. Brown, C. C. A., 120 Fed. 496: 2504.
Pendery v. Carleton, 87 Fed. 41: 723.
Pendleton, 167 Fed. 690: 1501.
v. Evans, 4 Wash. 104, 112: 620.
v. Fay, 3 Paige (N. Y.) 204: 762, 773.
v. Forbes, 1 Cranch, C. C. 507: 1143, 1146.
v. U. S., 216 U. S. 305, 54 L. ed. 491: 1094.
Penfiel v. C. & A. Potts & Co., C. C. A., 126 Fed. 475: 667, 670.
Penhallow v. Doane, 3 Dallas, 54, 1 L. ed. 507: 2540.
Peninsular Iron Co. v. Eels, 68 Fed. 24, 35, 36: 658.
v. Stone, 121 U. S. 631, 30 L. ed. 1020: 1781, 1289, 1925.
Penn v. Calhoun, 121 U. S. 251, 30 L. ed. 915: 957.
v. Ingraham, 2 Wash. C. C. 187: 1140, 1141.
v. Klyne, Pet. C. C. 446: 748, 749.
v. Lord Baltimore, 1 Ves. Sen. 444: 316, 1261.
Pennewell, *Re*, C. C. A., 119 Fed. 139: 2204.
Penneck v. Dialogue, 4 Wash. 538: 674.
v. Dialogue, 2 Pet. 1, 7 L. ed. 327: 674, 2548.
v. Gilleland, 1 Pittsb. 37: 749.
Pennoyer v. McConnaughty, 13 Fed. 196, 43 Fed. 339: 393.
v. McConnaughy, 140 U. S. 1, 35 L. ed. 363: 393, 396.
v. Neff, 95 U. S. 714, 24 L. ed. 565: 658.
Pennsylvania, *Ex parte*, 109 U. S. 174, 27 L. ed. 894: 1442.
Pennsylvania, The, 15 Fed. 814: 1287.
Pennsylvania v. Quicksilver Co., 10 Wall. 553, 19 L. ed. 998: 6.
v. W. & B. B. Co., 13 How. 518, 14 L. ed. 249: 867.
Pennsylvania & N J R Co v Byerson, 36 N. J. Eq. 112, 116: 409.
Pennsylvania Co., *Re*, 137 U. S. 451, 453, 34 L. ed. 738, 739: 1446, 1447, 1450, 1451, 1858, 1862, 1865, 1866, 1928.
Pennsylvania Co. v. Bay, 138 Fed. 203: 1173.
v. Bay, 150 Fed. 770: 505.
v. Bender, 148 U. S. 255, 257, 258, 13 S. Ct. 591, 37 L. ed. 441, 442: 1838, 1868.
v. Cole, 132 Fed. 668: 626, 631, 677.

[References are to pages.]

v. Jacksonville, T. & K. W. Ry. Co. C. C. A., 55 Fed. 131: 836, 942, 2494.

Pennsylvania Co. for Insurance etc., v. Jacksonville, T. & K. W. Ry. Co., 66 Fed. 421: 1281, 1308.
v. Jacksonville T. & K. W. R. Co. 93 Fed. 60: 962, 968, 1256.
v. Leeman (Indiana), 66 N. E. 48: 1765.
v. Philadelphia & R. R. Co., 69 Fed. 482: 1268.
v. Roy, 102 U. S. 451, 26 L. ed. 141: 1553.
v. U. S., 7 Ct. Cl. 401: 2326.
Pennsylvania Coal & Coke Co. v. Cassatt, 207 U. S. 187, 52 L. ed. 163: 2424.
Pa. Diamond Co. v. Simpson, 39 Fed. 284: 1366.
Pennsylvania ex rel. Atty. Gen. v. Boley, 1 Weekly Notes, 302: 1528.
Pennsylvania Lumbermen's Mutual Fire Ins. Co. v. Meyer, 197 U. S. 407, 49 L. ed. 810: 581, 585.
Penn. Mut. L. I. Co. v. Austin, 168 U. S. 685, 695, 42 L. ed. 626, 630: 67, 2370, 2371.
v. Ashe, C. C. A., 145 Fed. 593: 1583.
v. Union Tr. Co., 83 Fed. 891: 567.
Penn Phonograph Co. v. Columbia Phonograph Co., C. C. A., 132 Fed. 808: 1164.
Pennsylvania R. Co. v. Alleghany Val. R. Co., 25 Fed. 115: 1799, 1904.
v. Allegheny V. R. Co., 42 Fed. 82, 85: 1236, 1237.
v. Baltimore & N. Y. Ry. Co., 37 Fed. 129: 1054.
v. International Coal Mining Co., C. C. A., 173 Fed. 1: 739.
v. St. Louis, A. & T. H. R. Co., 116 U. S. 472, 29 L. ed. 696: 2529, 2549.
v. St. Louis, A. & T. H. R. Co., 118 U. S. 290, 30 L. ed. 83: 139, 140, 319.
v. Wabash, St. L. & P. Ry. Co., 155 U. S. 335, 39 L. ed. 176: 840.

Pennsylvania Steel Co. v. New York City Ry. Co. (Lacombe, J., S. D. N. Y.), N. Y. L. J. February 4, 1908: 165.
v. New York City Ry. Co., U. S. C. C., S. D. N. Y., N. Y. L. J. May 27, 1908: 1228.
v. N. Y. City Ry. Co., 160 Fed. 222: 824, 946.
v. N. Y. City Ry. Co., 165 Fed. 455: 964, 984, 993, 1008.
v. N. Y. City Ry. Co., S. D. N. Y., 165 Fed. 485: 964, 968.
v. New York City Ry. Co., 175 Fed. 811, 812: 1008, 1009, 1218.
v. N. Y. City Ry. Co., 176 Fed. 471: 1008, 1009.
v. N. Y. City Ry. Co., C. C. A., 180 Fed. 704: 4984, 4986.
v. N. Y. City Ry. Co., 181 Fed. 285: 824, 825.
v. New York City Ry. Co., 182 Fed. 155, 159: 973, 1030, 1222.
v. N. Y. City Ry. Co., 187 Fed. 287: 972, 1027, 1216.
v. N. Y. City Ry. Co., 190 Fed. 609, 615: 718, 733, 1008, 1009, 1028.
v. N. Y. City Ry. Co., 192 Fed. 135: 1008, 1009.
v. New York City Ry. Co., 194 Fed. 546: 1244.
v. N. Y. City Ry. Co., C. C. A., 198 Fed. 731, 755: 838, 2566.
v. New York City Ry. Co., C. C. A., 198 Fed. 721, 739: 1027, 1028.
v. New York City Ry. Co., C. C. A., 198 Fed. 721, 778: 345, 944, 970, 1007, 1028.
v. N. Y. City Ry. Co., C. C. A., 198 Fed. 768: 1251.
v N. Y. City Ry. Co., 200 Fed. 312, 316: 1216.
v. N. Y. City Ry. Co., 201 Fed. 418: 1028.
Pennsylvania Sugar Refining Co. v. Am. Sugar Refining Co., 171 Fed. 579: 1144.
Penrose v. Pacific Mutual Life Ins. Co., 66 Fed. 253: 1177, 1132.
v. Penrose, 1 Fed. 479: 1909, 1910.
v. Penrose, Fed. Cas. No. 10,958 (17 Blatchf. 332): 1887, 1908.

[References are to pages.]

People v. Albany & Susquehanna R. R. Co., 38 How. Pr. (N. Y.) 228, 252: 1020.
v. Albany & Vt. R. Co., 24 N. Y. 261, 82 Am. Dec. 295: 848.
v. American Loan & Trust Co., 87 App. Div. (N. Y.) 139: 1232.
v. Am. Loan & Tr. Co., 172 N. Y. 371: 1227.
v. Am. Loan & Tr. Co., 177 N. Y. 467: 1227.
v. Bleecker St. & F. F. R. Co., 178 Fed. 156: 95, 1770.
v. Bodine, 1 Denio (N. Y.), 281, 314: 1096.
v. Brady, 56 N. Y. 182: 1644.
v. Brooklyn Bank, 140 App. Div. (N. Y.) 750, 752: 799, 801, 1032, 1034.
v. Brower, 4 Paige (N. Y.), 405: 814.
v. Colby, 54 Cal. 37: 1705.
v. Colorado Cent. R. Co., 42 Fed. 638, 644: 1453, 1462, 1464, 1465, 1468.
v. Cooper, 22 Hun (29 N. Y. S. C. R.), 515, 517: 648.
v. Cox, 23 Hun (N. Y.) 269: 794.
v. Dennison, 84 N. Y. 272, affirming 81 N. C. (N. Y.) 129, affirming 59 How. Pr. (N. Y.) 157: 697.
v. Eq. L. A. S'y., 124 App. D. (N. Y.) 714: 498.
v. Forquer, Breese (1 Ill.), 68 (2d ed. 104): 1461.
v. Gilbert, 199 N. Y. 10, 20 Ann. Cas. 769: 2557.
v. Globe M. L. Ins. Co., 57 How. Pr. (N. Y.) 481: 1040.
v. Grant, 45 Cal. 97: 1386.
v. Hager, 20 Cal. 167: 125.
v. Hart, N. Y. L. J. June 5th, 1905: 862.
v. Hasbrouck, 57 Misc. (N. Y.) 130: 165.
v. Hunter, 54 Cal. 65: 1705.
v. Hyatt, 172 N. Y. 176, 60 L.R.A. 774, 64 N. E. 825, 92 Am. St. Rep. 706: 1643.
v. Illinois B. & L. Ass'n, 56 Ill. App. 642: 1024.
v. Judges of New York Common Pleas, 2 Denio (N. Y.) 197: People v. Judge, 21 Mich. 577: 1888.
v. Jugigo, 128 N. Y. 589: 1516.
v. Krummer, 4 Parker's Cr. Cas. (N. Y.) 217: 1710.
v. Lander, 82 Mich. 109, 46 N. W. 956: 1708.
v. McKay, 18 Johns. 212: 1696.
v. Mercein, 3 Hill, 399, 407, 38 Am. Dec. 644: 1507.
v. Metropolitan Surety Co., 205 N. Y. 135, 98 N. E. 412: 1028, 2202.
v. National Tr. Co., 82 N. Y. 283: 1003, 1008, 2168.
v. New York City Cent. Under-Ground R. Co., 15 N. Y. Supp. 225: 790.
v. New York City Ry. Co., 57 Misc. (N. Y.) 114: 158, 165, 169.
v. North San Francisco Ass'n, 38 Cal. 564: 460.
v. Norton, 1 Paige (N. Y.), 17: 1019.
v. Petrea, 92 N. Y. 128: 1704.
v. Przestrzelski, (Gerard, J., N. Y. Sup. Ct., Sp. Tm.) N. Y. L. J. May 24, 1912: 1032.
v. P. V. Rovnianek & Co., N. Y. L. J. Jan'y. 12, 1911: 178.
v. Randall, 73 N. Y. 416: 916.
v. Rensselaer C. P., 6 Wend. (N. Y.) 543: 1086.
v. Ryder, 12 N. Y. 433: 789.
v. Sanitary Dist. of Chicago, 98 Fed. 150: 65, 75.
v. Sharp, 107 N. Y. 427: 1096.
v. Skidmore, 17 Cal. 261: 1655.
v. Smith, 172 N. Y. 210, 64 N. E. 814: 1712.
v. Smith (New York), 1 Park. Cr. 329: 1707.
v. Stockwell, 135 Mich. 341, 97 N. W. 765: 1645.
v. Superior Court of Chicago, 34 Ill. 356: 1837.
v. Swarts, (Cook County Crim. Ct., Ill.) 8 Am. B. R. 487: 2140.
v. Turner, 1 Cal. 152: 801.
v. Universal Life Ins. Co., 30 Hun (37 N. Y. S. C. R.) 142: 1008, 2168.
v. Wilson, 64 Ill. 195, 16 Am. Rep. 528: 1355.
Peoples' Bank v. Aetna Ins. Co., 53 Fed. 161: 1817, 1818, 1853.

[References are to pages.]

. Calhoun, 102 U. S. 256, 260, 262, 26 L. ed. 101, 102, 103: 172, 1780, 1830.

People's Department Store Co., *Re*, 159 Fed. 286: 2130.
People ex rel. Allen v. Allen, 105 N. Y. 628: 653.
People ex rel. Am. Surety Co. v. Benham, 71 Misc. (N. Y.) 345: 1657.
People ex rel. Broderick v. White, 156 N. Y. 136, 4 L.R.A. 231, 66 Am. St. Rep. 547: 363.
People ex rel. Brewer v. Kidd, 23 Mich. 440: 895.
People ex rel. Corseadden v. Howe, 177 N. Y. 499: 862.
People ex rel. Gersch v. City of Chicago, 226 U. S. 451, 57 L. ed. —: 2422.
People ex rel. Hackley v. Kelly, 24 N. Y. 74: 1098.
People ex rel. La Chicotte v. Best, 187 N. Y. 1, 116 Am. St. Rep. 586: 1466.
People ex rel. Mayor v. Nichols, 79 N. Y. 582: 1829.
People ex rel. Miller v. Sool (Colo. Sup. Ct.), 86 Pac. 224: 329.
People ex rel. Press Pub. Co. v. Martin, 72 Hun, 354: 2515.
v. Martin, 142 N. Y. 228, 40 Am. St. Rep. 592: 2515.
People ex rel. Schurz v. Cook, 148 U. S. 397, 411, 37 L. ed. 498, 503: 1575.
People ex rel. Smith v. Biggart, 25 App. Div. 20: 1476.
People ex rel. Stearns v. Marr, 181 N. Y. 463, 106 Am. St. Rep. 562, 74 N. E. 431, 3 Ann. Cas. 25: 915.
People ex rel. Taranto v. Erlanger, 132 Fed. 883: 2225.
People of State of California v. Brown's Valley Irr. Dist., 119 Fed. 535: 59.
People of Illinois ex rel. McNichols v. Pease, 207 U. S. 100, 52 L. ed. 121: 1482.
People of the State of New York v. Smith, N. Y. Sup. Ct. Sp. Tm., Erlanger, J., N. Y. L. J. April 25, 1912: 2255.
People's Gaslight & Coke Co. v. City of Chicago, 114 Fed. 384: 67.
v. City of Chicago, 192 Fed. 398: 174, 636.
v. Chicago, 194 U. S. 1, 16, 48 L. ed. 851, 856: 560.
People's Nat. Bank v. Marye, 191 U. S. 272, 281, 48 L. ed. 180, 185: 555.
Peoples' Sav. Bank v. Layman, 134 Fed. 635: 77, 1174.
People's Savings Bank & Trust Co. v. Rogers, C. C. A., 177 Fed. 386: 1220.
People's Tel. & Tel. Co. v. East Tennessee Tel. Co., C. C. A., 103 Fed. 212, 215: 1847.
People's United States Bank v. Gilson, 140 Fed. 1: 381.
v. Gilson, C. C. A., 161 Fed. 286: 381.
v. Goodwin, 160 Fed. 727: 1871.
Peoria Gas & El. Co. v. Peoria, 200 U. S. 48, 50 L. ed. 365: 2541.
Peoria Waterworks Co. v. Peoria Ry. Co., 181 Fed. 990: 868.
Pensacola State Bank v. Merchants' & Farmers' Bank, 180 Fed. 504: 1556.
Pentlarge v. Beeston, 1 Fed. 862: 911.
v. Kirby, 20 Fed. 898: 1278.
v. Pentlarge, 14 Repr. 579: 897.
v. Pentlarge, 19 Fed. 817: 681, 1271.
v. Pentlarge 22 Fed. 412: 681, 775, 1271.
Penny & Anderson, *Re*, 176 Fed. 141, N. Y.: 2177.
Penny v. Watts, 2 Phillips, 149, 154: 453.
Peper v. Fordyce, 119 U. S. 469, 30 L. ed. 435: 104, 114, 1289, 1925.
Peper Automobile Co. v. Am. Motor Car Sales Co., 180 Fed. 245: 575, 578, 579, 587.
Pepke v. Corilari, 155 U. S. 100, 39 L. ed. 81: 1510.
Pepper v. Addicks, 153 Fed. 383: 1244.
v. Fidelity & Casualty Co., 125 Fed. 822: 1341.
v. Rogers, 128 Fed. 987: 94, 121.

[References are to pages.]

Pequod Brewing Co., *Re*, N. Y. L. J. April 19, 1907: 2270.
Percival v. Hickey, 18 Johns. (N. Y.) 257, 265, 271, 9 Am. Dec. 210: 1933.
Percy Ford Co., *Re*, 199 Fed. 334 2182, 2202.
Percy Summer Club v. Astle, 115 Fed. 53: 428, 504.
v. Astle, C. C. A., 163 Fed 1: 1573.
Perea v. Harrison, 7 N. H. 666, 41 Pac. 529: 693.
Pere Marquette, The, 18, 203 Fed 127, 130: 1962, 2003.
Pere Marquette R. Co. v. Bradford, 149 Fed. 492: 918.
Perez v. Fernandez, 202 U. S. 80, 100, 50 L. ed. 942, 949: 2366, 2529.
v. Fernandez, 220 U. S. 224, 55 L. ed. 443: 593, 601.
Perfection Cooler Co. v. Rose Mfg. Co., 175 Fed. 120: 877.
Perin v. Megibben, 53 Fed. 86: 105, 441.
Perine v. Dunn, 4 J. Ch. (N. Y.), 140: 1266.
Perrine v. Slack, 164 U. S. 452, 41 L. ed. 510: 2438.
Perkins, *Ex parte*, 29 Fed. 900: 1355, 1625.
Perkins v. Fourniquet, 6 How. 206, 12 L. ed. 506: 2432.
v. Fourniquet, 14 How. 328, 331, 14 L. ed. 441, 443: 1350, 2560, 2570.
v. Hendryx, 23 Fed. 418, 419: 1896, 1897, 1898.
v. Hendryx, 31 Fed. 522: 775.
v. Hendryx, 127 Fed. 448: 437, 1412.
v. Hendryx, 149 Fed. 526, 529: 469, 420, 437.
v. Irvine, 23 Nova Scotia, 250: 794
v. Lake Superior & S. E. Ry. Co., 140 Fed 904: 1799.
v. Northern Pac. Ry. Co., 155 Fed. 445, 447: 388, 521.
Perkins El. Switch Mfg. Co. v. Yost El. Mfg. Co., 189 Fed. 625: 1219, 1286.
Perley & Hays, *Re*, 138 Fed. 927, 15 Am. B. R. 54: 2054, 2055.
Perlhefter, *Re*, 17 Fed. 299: 2121.
Perlhefter, *Re*, 177 Fed. 299: 2054, 2055, 2067, 2133.
Perls v. Metropolitan Life Ins. Co., 15 Daly, 517: 710.
Perovich v. Perry, C. C. A., 167 Fed. 789: 1055.
Perriam v. Pacific Coast Co., C. C. A., 133 Fed. 140: 2452.
Perrin v. Lepper, 26 Fed. 545: 1791.
Perrine v. Slack, 164 U. S. 452, 454, 41 L. ed. 510, 511: 22, 23, 2391.
Perry, *Ex parte*, 102 U. S. 183, 26 L. ed. 43: 1450.
Perry v. Carr, 41 N. H. 371: 554.
v. Clift, 32 Fed. 801: 1901.
v. Corning, 7 Blatchf. C. C. 195: 531.
v. Godbe, 82 Fed. 141: 837, 996.
v. Jenkins, 1 Myl. & Cr. 122: 744.
v. Mechanics' Mut. Ins. Co., 11 Fed. 478: 1425, 1429.
v. Parker, 1 W. & M. 280: 902.
v. Phelips, 17 Ves. 173: 1398, 1400, 1401, 1403, 1406, 1413.
v. Rubber Tire Wheel Co., 138 Fed. 836: 1135, 1139, 1144.
v. Sharpe, 8 Fed. 15: 1904.
v. Sharpe, 8 Fed. 23: 859.
v. Tacoma Mill Co., C. C. A., 152 Fed. 115: 1239, 2493, 2487.
v. Truefit, 6 Beav. 66, 73: 886.
v. Walker, 4 Beav. 452: 800.
Perry Aldrich Co., *Re*, 165 Fed. 249: 2042.
Perseverance, The, 22 Fed. 462: 1314, 1316, 1317.
Persiana, The, 158 Fed. 912: 1309, 1323.
Person v. Fidelity & Casualty Co., 84 Fed. 759: 727, 1175.
v. Fidelity & Cas. Co., C. C. A., 92 Fed. 965: 727, 740.
v. Grier, 66 N. Y. 124, 23 Am. Rep. 35: 603.
v. Illinois Cent. R. Co., 118 Fed. 342: 1786, 1801, 1803.
Persons v. Beling, 116 Fed. 877: 109, 1149.
v. U. S., 10 Ct. Cl. 502: 2345.
v. Wirgman, 140 Fed. 207: 1290, 2494.
Petercon v. Chicago, Rock Island & Pacific Ry. Co., 205 U. S. 364, 51 L. ed. 841: 584.
Peter Cook's Case, 13 How. St. Tr. 311: 1696.

[References are to pages.]

Peters, *Ex parte*, 4 Dillon, 169, Fed. Cas. No. 11,027: 1677.
Peters, *Ex parte*, 12 Fed. 461 (2 McCrary, 403): 1672.
Peters, *Re*, 1 Am. B. R. 248: 2136.
Peters v. Bain, 133 U. S. 670, 33 L. ed. 696: 1197.
v. Chicago Biscuit Co., 142 Fed. 779: 527, 530, 533, 781, 783.
v. Equitable Life Assurance Society, 149 Fed. 290: 347.
v. Hanger, C. C. A., 127 Fed. 820: 640.
v. Hanger, C. C. A., 134 Fed. 586: 677.
v. Hanger, C. C. A., 136 Fed. 181: 2418.
v. John Kress Brewing Co., N. Y., Sp. Tm., N. Y. Co. Dec. 13, 1905: 982.
v. Malin, 111 Fed. 244: 59, 78.
v. Peters (Georgia), 41 Ga. 242: 1806.
v. Prevost, 1 Paine, 64: 340, 1150, 1151, 1152.
v. Queen Ins. Co. of America, 182 Fed. 113: 53.
v. Robinson, 1 Dick. 116: 742.
v. U. S., C. C. A., 94 Fed. 127, 36 C. C. A. 105: 1667.
Petersburg S. & I. Co. v. Delatorre, C. C. A., 70 Fed. 643: 1033, 1035.
Petersen, *Re*, 95 Fed. 417: 2217.
Peterson v. Chicago, M. & St. P. Ry. Co., 108 Fed. 561: 1901.
v. Larsen, C. C. A., 177 Fed. 617: 1981.
v. Mettler, 198 Fed. 938: 1233.
v. Morris, 98 Fed. 48: 1894.
v. Nash Bros., C. C. A., 55 L.R.A. 314, 112 Fed. 311: 2289.
Petri v. Commercial Nat. Bank, 142 U. S. 644, 35 L. ed. 1144: 83, 135.
v. F. E. Creelman Lumber Co., 199 U. S. 487, 50 L. ed. 281: 2366.
Petrie v. Pennsylvania R. Co., Fed. Cas. No. 11,040*a*: 1856.
v. Coal Bluff, The, 3 Fed. 531: 1977.
Petrocokino v. Stuart, Fed. Cas. No. 11,041: 124, 125.
Petteiger, *Re*, 181 Fed. 640: 2118.
Petterson, *Ex parte*, 166 Fed. 536: 1498.
Petterson v. Chapman, Fed. Cas. No. 11,042 (13 Blatchf. 395): 101.
Pettibone v. Deringer, 4 Wash. C. C. 215, 219: 1072, 1140, 1141, 1146.
v. Nichols, 203 U. S. 192, 51 L. ed. 148: 1183.
Pettingill & Co., *Re*, 137 Fed. 143: 2202, 2203, 2204, 2291, 2292.
Pettilon v. Noble Fed. Cas. No. 11,044 (7 Biss. 449): 1827.
Pettit v. Walshe, 194 U. S. 205, 24 Sup. Ct. 657, 48 L. ed. 938 (affirming 125 Fed. 572): 1637, 2369.
Pettus v. Georgia R. & Banking Co., Fed. Cas. No. 11,048 (3 Woods, 620): 1778.
v. Smith, 117 Fed. 967: 1897.
Petty v. Cook, (L. R.) 6 Q. B. 790: 2180.
v. Hannum, 2 Humph. (Tenn.) 102, 36 Am. Dec. 303: 621.
P. P. Mast & Co. v. Superior Drill Co., C. C. A., 154 Fed. 45: 2479.
Peugh v. Davis, 110 U. S. 227, 28 L. ed. 127: 2483.
Pewabic M. Co. v. Mason, 145 U. S. 349, 363, 364, 36 L. ed. 732, 736, 737: 1244, 1245, 1246.
Peyechand v. U. S., 16 Ct. Cl. 601: 2350.
Peyton v. Heinckin, 131 U. S. ci, and 20 L. ed. 679: 2561.
v. Robertson, 9 Wheaton, 527, 6 L. ed. 151: 33, 2141.
v. Veitch, 2 Cranch, C. C. 123: 1141, 1146.
Pfaflinger, *Re*, 154 Fed. 528: 2181, 2182, 2249.
Pfahler v. McCrum-Howell Co., 197 Fed. 681: 954.
Pfanschmidt v. Kelly M. Co., 32 Fed. 667: 1393, 1397.
Pfaudler Process Fermentation Co. v. McPherson, 3 N. Y. Supp. 699: 789.
Phelps v. Canada Cent. R. Co., 19 Fed. 801 (20 Blatchf. 450): 1907.
v. Connecticut Co., 188 Fed. 765: 579, 583, 586.
v. Elliott, 26 Fed. 881, 883: 1896, 1897, 1898.
v. Elliott, 35 Fed. 455, 460: 1255.

[References are to pages.]

v. Harris, 101 U. S. 370, 25 L. ed. 855: 662.
v. Mayer, 15 How. 160 14 L. ed. 643: 1557, 1598.
v. McDonald, 99 U. S. 298, 305, 25 L. ed. 473, 475: 514.
v. Mutual Reserve Fund Life Ass'n., C. C. A., 61 L.R.A. 717, 112 Fed. 453: 658, 798, 858, 1020.
v. Oaks, 117 U. S. 236, 239, 29 L. ed. 888, 889: 100, 1422, 1900.
v. O'Brien, 2 Dill. 318: 348, 1427.
Phenix Ins. Co. v. Charleston B. Co, 65 Fed. 628: 1895.
v. Liverpool & G. W. S. S. Co., 22 Blatchf. 372: 1983.
Phenix National Bank v. Waterbury, 123 App. Div. (N. Y.) 453: 2204.
Philaedlphia v. Atlantic & P. Tel. Co., 127 Fed. 370: 2567.
Phila. Ball Club v. Lajorie, 202 Pa. 210, 58 L.R.A. 227, 90 Am. St. Rep. 627, 51 Atl. 973: 319, 890, 1344, 1913.
Philadelphia & Boston Face Brick Co. v. Warford, 123 Fed. 843: 196.
Philadelphia Co. v. Stimson, 223 U. S. 605, 56 L. ed. 570: 380.
Philadelphia F. Ass'n v. New York, 119 U. S. 110, 116, 30 L. ed. 342, 345: 2404.
Philadelphia & Lewes Transp. Co., *Re*, 127 Fed. 896: 2261.
Phila. M. & Tr. Co. v. Needham, 71 Fed. 597: 1242.
Phila. & R. R. Co. v. Baker, C. C. A., 155 Fed. 407, 84 C. C. A., 86: 1941.
v. Interstate Commerce Commission, 174 Fed. 687: 550.
Philadelphia, The, C. C. A., First Ct., 60 Fed. 423, 9 C. C. A., 54: 2417, 2536.
Philadelphia & T. R. Co. v. Stimpson, 14 Pet. 448, 10 L. ed. 535: 2553.
Philip Sommer Glass Co., *Re*, C. C. A., 135 Fed. 77: 2202, 2208.
Philpot v. O'Brien, C. C. A., 126 Fed. 167, 11 Am. B. R. 205: 2050, 2051.
Philippine Sugar Estates Development Co. v. U. S., 39 Ct. Cl. 225: 371, 2309.
40 Ct. Cl. 33: 2309.
v. Carew, 1 P. Wms. 117: 563, 1114.
v. Derbie, 1 Dick. 98: 745.
Phillippi v. Phillippe, 115 U. S. 151, 29 L. ed. 336: 649, 650.
Phillips v. Combstock, 4 McLean, 525: 675, 676.
v. Dreher Shoe Co., 112 Fed. 404, 7 Am. B. R. 326: 2060, 2203.
v. Edelstein, (Texas), 2 Willson, Civ. Cas. Ct. App. § 449: 90.
v. Langhorn, Dick. 148: 921.
v. Louisville & N. R. Co., 153 Fed. 795: 1292.
v. Negley, 117 U. S. 665, 29 L. ed. 1013: 1427, 1605, 1606.
v. Page, 24 How. 164, 16 L. ed. 639: 675.
v. Phillipps, 4 Q. B. D. 127, 133: 476.
v. Prentice, 2 Hare, 542: 1084.
v. Routh, (L. R.) 7 C. P. 287: 1121.
v. Trontman, 197 Fed. 325: 28.
v. Western Terra Cotta Co., 174 Fed. 873: 1914, 1916, 1919.
Phinney v. Mutual Life Ins. Co., 178 U. S. 327, 336, 44 L. ed. 1088, 1092: 1307.
Phinizy v. Augusta & K. R. Co., 56 Fed. 273: 134, 136, 952, 953, 965.
Phœnix Assur. Co. v. Maryland Gold Min. & D. Co., C. C. A., 146 Fed. 501: 2543.
Phœnix Ins. Co., *Ex parte*, 117 U. S. 367, 29 L. ed. 923: 2444.
118 U. S. 610, 30 L. ed. 274: 1442, 1991.
v. Charleston Bridge Co., 65 Fed. 628, 13 C. C. A. 58, 25 U. S. App. 190: 1841.
v. Pechner, 95 U. S. 185, 24 L. ed. 427: 1836, 1882, 1889.
v. Wulf, 1 Fed. 775: 575, 576.
Phœnix Mut. Life Ins. Co. v. Walrath, 117 U. S. 365, 6 Sup. Ct. 768, 29 L. ed. 924: affirming judgment, Id., 16 Fed. 161 (11 Biss. 432): 1823.
Phœnix Nat. Bank v. Waterbury, 197 N. Y. 161: 2255.

[References are to pages.]

Platt v. Vattier. 9 Peters, 405, 9 L. ed. 173: 721.
Piek v. C. & N. W. Ry. Co., 6 Biss. 177: 894.
Pickard v. Mattheson. 7 Ves. 293: 1392.
Pickens v. Dent. 187 U. S. 177, 47 L. ed. 128: 2026. 2029.
Pickens Mfg. Co., *Re*, 158 Fed. 894: 2072. 2073.
Pickering v. Bishop of Ely, 2 Y. & C. Ch. C. 249: 890.
Pictet A. I. Co. v. N. Y. I. M. Co., 12 Fed. 816: 1167.
Pickett v. Ferguson, 45 Ark. 177, 191: 802.
v. Filer & Stowell Co., 40 Fed. 313: 1535.
v. Legerwood. 7 Pet. 144, 8 L. ed. 638: 2468. 2495.
v. Tiler & S. Co., 40 Fed. 313: 172.
v. U. S., 216 U. S. 456. 461. 54 L. ed. 566. 569: 2478. 2554.
v. Walsh. 6 L.R.A.(N.S.) 1067. 116 Am. St. Rep. 272. 78 N. E. 753. 7 Ann. Cas. 638: 871.
Pickett's Heirs v. Legerwood. 7 Pet. 144. 148, 8 L. ed. 638, 639: 1606.
Pickford v. Talbott. 225 U. S. 651, 56 L. ed. 1240: 323. 334.
Pickham v. Wheeler B. Mfg. Co., 69 Fed. 419: 27.
Pickhardt. *Re*, 198 Fed. 879: 2158.
Picquet v. Swan. 5 Mason. 561. 574, 577. 595. 1169.
Pierce. *Re*, 95 Fed. 655: 2135.
102 Fed. 977: 2053.
103 Fed. 64: 2243. 2251.
C. C. A., 157 Fed. 757: 2206, 2214.
Pierce v. Baird. 48 Ind. 378: 789.
v. Cox. 9 Wall. 786, 19 L. ed. 786. 2470. 2810.
v. Indseth. 106 U. S. 546. 27 L. ed. 254: 1089.
v. Molliken. 78 Fed. 196: 87.
v. Somerset Ry. Co., 171 U. S. 641. 43 L. ed. 316: 2406.
v. Teagans. 39 Fed. 587: 630.
v. Webb & Stalker, note to Ryan v. Mackmath. 3 Bro. C. C. 15: 333.
v. Union Pac. Ry. Co., 47 Fed. 709: 1162. 1905.
Pierce v. U. S., 1 Ct. Cl. 195: 2326.
v. Wilson. 48 Ind. 298: 794.
Pierpont v. Fowle, 2 W. & M. 23: 874.
Pierson. *Re*. 174 Fed. 160: 2198, 2199.
Pierson v. Phillips. 35 Fed. 837: 11.
v. Robinson, 3 Swanst. 139. n.: 414.
v. Ryerson, 5 N. J. Eq. 196: 628.
Pieters v. Thompson. G. Cooper, 294: 1185.
Pigone v. Lauria, 115 N. Y. App. Div. 286. 100 N. Y. Supp. 976: 789.
Pike, *Re*. C. C. A., 76 Fed. 400: 2571.
v. Cincinnati Realty Co., C. C. A., 179 Fed. 97: 1331.
v. Gregory. C. C. A., 94 Fed. 373: 2508.
v. Gregory. C. C. A., 118 Fed. 128: 2487.
v. Nicholas, L. R. 5 Ch. 251: 885.
Pike County. Pa. v. Spencer. C. C. A., 192 Fed. 11: 2559.
Pike's Peak Power Co. v. Colorado Springs, C. C. A., 105 Fed. 1: 931, 2416.
Pickett v. Legerwood, 7 Pet. 144, 8 L. ed. 638: 2424.
Pilger. *Re*, 118 Fed. 206: 2049.
Pile Driver E. O. A., 69 Fed. 1005: 1934.
Pilot. The. C. C. A., 53 Fed. 11: 2369.
Pilla v. German School Ass'n. 23 Fed. 700: appeal dismissed. 131 U. S. 443, 9 Sup. Ct. 801, 33 L. ed. 216: 1897. 1898.
Pillow v. Pillow, 5 Yerg. (Tenn.) 420: 560.
Pim v. Wait. 32 Fed. 741: 1584.
Pincers v. Robertson. 9 C. E. Green (24 N. J. Eq.) 348: 685.
Pincus. *Re*. 147 Fed. 621: 2250.
Pindar v. Smith. Mad. & Geld. 48: 1207.
Pine v. New York, 103 Fed. 337; §§ 125, 293: 28.
Pine Grove v. Talcott. 19 Wall. 666, 22 L. ed. 227: 1568. 1569.
Pine Lake Iron Co. v. Lafayette Car Works. 53 Fed. 853: 1017.
Pinkus v. Peters. 5 Beav. 253: 414.
Pinkerton v. Barnsley C. Co., 3 Y. & J. 277. n.: 1082.
Pinkham v. Rutan, 31 Fed. 496: 1947.

[References are to pages.]

Pinson v. Atchison, T. & S. F. R. Co., 54 Fed. 464: 1300, 1321.
Pinson & Co., *Re*, 180 Fed. 787: 2053, 2067.
Pioneer, The, Blatchf. Prize Cas. 61: 2012.
30 Fed. 206: 1934.
78 Fed. 600: 1939.
Pioneer Lace Mfg. Co. v. Dodd, C. C. A., 181 Fed. 688: 930.
Pioneer Min. Co. v. Delamotte, C. C. A., 185 Fed. 752: 341.
Pioneer Sav. & Loan Co. v. Peck (Texas), 49 S. W. 160: 1886.
Piper Aden Goodall Co., *Re*, 86 Fed. 670: 1995.
Piper v. Cashell, C. C. A., 118 Fed. 1019: 2530.
Piqua Bank v. Treasurer of Miami County, 6 Ohio St. 342: 2398.
Piquignot v. Penn. R. Co., 16 How. 104, 14 L. ed. 863: 2360.
Pirie v. Chicago Title & Trust Co., 182 U. S. 438, 45 L. ed. 1171: 2181.
v. Tvedt, 115 U. S. 41, 29 L. ed. 331: 1784, 1792, 1803.
Pitcher v. Helliar, Dick. 580: 939.
v. Hennessey, 48 N. Y. 415: 321.
Pitkin v. Cowen, 91 Fed. 599, 600: 94, 95, 1056, 1780, 1920.
Pitkin Min. Co. v. Markell, 33 Fed. 386: 190, 191.
Pitman, *Re*, 1 Curtis, 186: 1354, 1361, 1371.
Pitt v. Earl of Arglass, 1 Vern. 441: 1411.
v. Snowden, 3 Atk. 750: 978.
Pittelkow, *Re*, 92 Fed. 901: 2128, 2154.
92 Fed. 901, 1 Am. B. R. 472: 2097.
Pitts, *Re*, 9 Fed. 542: 920.
v. Edmonds, 2 Fisher, 52, 54: 673.
v. Powledge, 56 Ala. 147: 691.
Pittsburg, etc., Ry. Co. v. Board of Public Works, 172 U. S. 32, 43 L. ed. 354: 327.
Pittsburg, C. & St. L. Ry. Co. v. B. & O. R. Co., C. C. A., 61 Fed. 705: 97, 101.
Pittsburgh, S. & N. R. Co. v. Fiske, C. C. A., 178 Fed. 66: 100.
Pittsburgh, C., C. & St. L. Ry. Co. v. Long Island L. & Tr. Co., 172 U. S. 493, 43 L. ed. 528: 2391.
Pittsburg Dick Creek Mining Co., *Re*, 197 Fed. 106: 1250.
Pittsburgh Gas & Coke Co. v. Goff-Kirby Coal Co., C. C. A., 151 Fed. 466: 1589, 1592, 1593, 1595.
Pittsburgh Laundry Supply Co. v. Imperial Laundry Co., C. C. A., 154 Fed. 662: 2070, 2071, 2081, 2083.
Pittsburg L. & C. Works v. State Nat. Bank, 154 U. S. 626, and 24 L. ed. 270: 2442.
Pittsburgh & L. A. I. Co. v. Cleveland Min. Co., 178 U. S. 270, 44 L. ed. 1065, 1068: 2406.
Pittsburg Lead & Zinc Co., *Re*, Consolidated, 198 Fed. 316: 2196.
Pittsburgh Plate Glass Co. v. Edwards, C. C. A., 148 Fed. 377: 2183.
Pittsburgh, S. & N. R. Co. v. Fiske, C. C. A., 178 Fed. 66, 67: 763, 776.
Place v. Illinois ex rel. Wilkinson, C. C. A., 69 Fed. 481, 16 C. C. A. 300: 1527, 1770.
Planet Venus, The, 113 Fed. 387: 1952.
Plankington v. Gray, C. C. A., 63 Fed. 415: 1058.
Plant, *Re*, 148 Fed. 37: 2184, 2186.
Plant v. Harrison, 101 Fed. 307: 1921.
Plant Inv. Co. v. Jacksonville, T. & K. W. Ry. Co., 152 U. S. 71, 76, 38 L. ed. 358, 360: 199, 200, 205.
Platt v. Adriance, 90 Fed. 772: 1341.
v. Beach, 2 Benedict, 303, Fed. Cas. No. 11,215: 1341.
v. Jerome, 19 How. 384, 15 L. ed. 623: 2514.
v. Jones, 96 N. Y. 24: 975.
v. Leeocq, C. C. A., 15 L.R.A. (N.S.) 558, 158 Fed. 723: 345.
v. Mead, 9 Fed. 91: 481, 178.
v. Phil. & R. R. Co., 54 Fed. 569: 949, 950.
v. Phila. & R. R. Co., 65 Fed. 660: 994.

[References are to pages.]

v. Phila. & R. R. Co., C. C. A., 84 Fed. 535: 1009.
v. Phila. & R. R. Co., 115 Fed. 842: 996.
v. Phoenix Assur. Co., 37 Fed. 730: 25.
v. Threadgill, 80 Fed. 192: 1586.
Platteville Foundry & Machine Co., *Re*, 147 Fed. 828: 2028, 2154, 2155.
Plattner Implement Co. v. International Harvester Co., C. C. A., 133 Fed. 376, 379: 816, 817.
Plaut v. Gorham Mfg. Co., 174 Fed. 852: 2106, 2135, 2174.
Pleasants v. Southern Ry. Co., C. C. A., 93 Fed. 93: 1255.
v. U. S., 35 Fed. 770: 1312.
Pliable Shoe Co. v. Bryant, 81 Fed. 521: 85.
Plitt, *Ex parte*, 2 Wall. Jr. 453: 1311, 1331, 1332, 1335.
Plotka, *Re*, 104 Fed. 964, 44 C. C. A. 282, 5 Am. B. R. 171: 2041, 2080, 2081.
Plotke, *Re*, C. C. A., 104 Fed. 964: 2041.
Ployd, *Re*, 183 Fed. 791: 2144, 2146.
Plum v. Smith, (N. J. Ch.), 39 Atl. 1070: 704.
Plumb v. Crane, 123 U. S. 560, 31 L. ed. 268: 668.
v. Lyell Ave. Lumber Co., 202 N. Y. 617: 2184.
Plume & A. Mfg. Co. v. Baldwin, 87 Fed. 785: 434.
Plummer v. Granite Mountain Min. Co., 55 Fed. 755, 756: 1584.
v. Myers, 137 Fed. 660: 2181, 2182.
Plunket v. Penson, 2 Atk. 51: 453.
Plymouth Consol. Gold Min. Co. v. Amador & S. Canal Co., 118 U. S. 264, 6 Sup. Ct. 1034, 30 L. ed. 232: 1784, 1792, 1803, 1917, 2504.
Plymouth Cordage Co., *Re*, C. C. A., 135 Fed. 1000: 2076, 2084.
Plymouth Cordage Co., *Re*, C. C. A., 135 Fed. 1000, 13 Am. B. R. 665: 2060, 2084, 2119.
Plymouth Elevator Co., *Re*, 191 Fed. 633: 2028.
Pneumatic Scale Corporation v. Automatic Weighing Mach. Co., C. C. A., 200 Fed. 572: 936, 2489.
Poillon v. Lawrence, 43 N. Y. Superior Ct. 385: 711.
v. Lawrence, 77 N. Y. 207: 711.
Poindexter v. Greenhow, 109 U. S. 63, 27 L. ed. 860: 2526.
v. Greenhow, 114 U. S. 270, 287, 29 L. ed. 185, 191: 390, 391.
Pokegama S. P. L. Co. v. Klamoth R. L. & L. Co., 86 Fed. 528: 899, 901, 905.
Police Jury v. U. S., 60 Fed. 249: 666.
Police Jury of Jefferson County v. U. S. ex rel. Fisk, 60 Fed. 249: 662.
Politz v. Wabash R. Co., 153 Fed. 941: 111, 119.
v. Wabash R. Co., 180 Fed. 950: 1607.
Polk's Lessee v. Wendal, 9 Cranch, 87, 3 L. ed. 665: 1197.
Pollard v. Bailey, 20 Wall. 526, 22 L. ed. 378: 442.
v. Reardon, 65 Fed. 848: 331, 1289.
v. So. Fertilizer Co., 122 Ala. 409, 25 So. 169, 910: 562.
v. Vinton, 105 U. S. 7, 26 L. ed. 998: 1569.
v. Wellford, 99 Tenn. 113, 42 S. W. 23: 692.
Pollet v. Cosel, C. C. A., 30 L.R.A. (N.S.) 1164, 179 Fed. 488: 2253.
Polleys v. Black River Imp. Co., 113 U. S. 81, 28 L. ed. 938: 2401, 2459.
Pollitz, *Re*, 206 U. S. 323, 51 L. ed. 1081: 1447, 1450.
Pollitz v. Farmers' Loan & Trust Co., 39 Fed. 707: 194, 595.
v. Gould, 202 N. Y. 11, 38 L.R.A.(N.S.) 988, Ann. Cas. 1912D, 1098: 516, 524.
v. Wabash R. R., Bischoff, J., N. Y. Sup. Ct. Sp. Tm., N. Y. L. J. Sept. 19, 1912 420.
Pollmann, *Re*, 156 Fed. 221: 2188.
Pollock v. Bridgeport St. Co., 114 U. S. 411, 29 L. ed. 147: 1968.
v. Cohen, 32 Ohio St. 514: 1764.

[References are to pages.]

v. Farmers' Loan & Trust Co., 157 U. S. 429, 15 Sup. Ct. 673, 39 L. ed. 759: 327, 518, 520, 896.
v. Sea Bird, The, 3 Fed. 573: 1968.
Pollock, C. B. in Chamberlaine v. Chester & B. Ry. Co., 1 Exchequer, 869, 877: 850.
Pollok v. Loeehheim, 19 Fed. 465: 109.
Pomerantz & Hopkins, *Re*, 168 Fed. 444: 2249.
Pomeroy v. Bank of Indiana, 1 Wall. 592, 17 L. ed. 638: 2555.
v. Harter, 1 McLean (Ind.), 448: 1314.
Pomeroy's Lessee v. State Bank of Indiana, 1 Wall. 592, 598, 17 L. ed 638, 640: 1589, 1590, 1600.
Ponce, The, C. C. A., 178 Fed. 76: 1288.
Pon vd. New York Nat. Exch. Bank, 124 Fed. 992: 2184.
v. Sibley, 7 Fed. 129, 19 Blatchf. 189: 111.
v. U. S., C. C. A., 111 Fed. 989, 49 C. C. A. 582: 349, 739.
v. Vermont Valley R. Co., 12 Blatchf. 293: 127, 131, 1172.
Poole, *Re*, 2 McA., (D. C.) 583: 1507.
Poole v. Franks, 1 Molloy, 78: 1331.
v. Thatcherdeft, 19 Fed. 49: 150, 1776, 1777.
v. West Point Butter & Cheese Ass'n, 30 Fed. 513: 437, 446, 453.
Pooler v. U. S., C. C. A., 127 Fed. 509, 62 C. C. A. 307: 1671.
Pooley v. Luco, 72 Fed. 561: 125, 195.
Poor v. Carleton, 3 Sumn. 70: 909, 917, 918.
v. Iowa Cent. Ry. Co., 155 Fed. 226: 393.
Pooser v. Western Union Tel. Co., 137 Fed. 1001: 24, 25.
Pope, *Re*, 98 Fed. 722: 2218.
Pope v. Allis, 115 U. S. 363, 29 L. ed. 393: 1057.
v. Cheney, 22 Fed. 177: 1814.
v. Leonard, 115 Mass. 286: 499.
v. Louisville, N. A. & C. Ry. Co., 173 U. S. 573, 581, 43 L. ed. 814, 818: 94, 146, 1001, 1002, 2376.
v. Negus, 3 N. Y. Supp. 796: 604.
v. Seckworth, 46 Fed. 858: 1958.
v. Terre Haute Car & Mfg. Co., 87 N. Y. 137: 586.
Pope Catlin, The, 31 Fed. 408: 1947.
Pope Mfg. Co. v. Gormully, 144 U. S. 224, 36 L. ed. 414: 321.
v. Gormully & Jeffery Co., 144 U. S. 238, 36 L. ed. 420: 321.
Pope Motor Car Co. v. Keegan, 150 Fed. 148: 870.
Popp v. Cincinnati, H. & D. Ry. Co., 96 Fed. 465: 121.
Poppenhauser v. India Rubber Comb Co., 14 Fed. 707: 128.
Popper v. Supreme Council, 61 App. Div. (N. Y.) 405: 977.
Popperhusen v. Falke, 4 Blatchf. C. C. 493: 503, 536.
v. N. Y. G. P. C. Co., 4 Blatchf. 185: 628, 881.
v. N. Y. G. P. C. Co., 2 Fish. 74: 628.
Port v. Schloss Bros. & Co., C. C. A., 149 Fed. 731: 2448.
Port Blakely Mill Co. v. Sharkey, C. C. A., 102 Fed. 259: 1924.
Port Royal R. Co. v. Hammond, 58 Ga. 523: 1261.
Port Royal & A. Ry. Co. v. South Carolina, 60 Fed. 552: 389, 704.
Portage C. R. Co. v. Portage, 102 Fed. 769: 203, 204, 205, 206.
Portarlington v. Soulby, 3 Myl. & K. 104: 854.
Porter, *Re*, 109 Fed. 111: 2039.
Porter v. Davidson, 62 Fed. 626: 171, 172, 173.
v. Davidson, C. C. A., 68 Fed. 257: 2423.
v. Foley, 21 How. 393, 16 L. ed. 154: 2507.
v. Pittsburg Bessemer S. Co., 120 U. S. 649, 30 L. ed. 830: 957, 2546.
v. Robinson, 2 Va. Dec. 183, 22 S. E. 843: 497.

[References are to pages.]

v. Sabin, 149 U. S. 473, 37 L. ed. 815: 154, 167, 363, 417, 448, 998.
v. U. S., 20 Ct. Cl. 307: 2351.
Porter Land & Water Co. v. Baskin, 43 Fed. 323: 597.
Porterfield, *Re*, 138 Fed. 192: 2028.
Portland Co. v. U. S., 5 Ct. Cl. 441: 2304.
Portland Gold Min. Co. v. Hermann, C. C. A., 160 Fed. 91: 1424.
Portner, *Re*, 149 Fed. 799: 2086.
Portsmouth v. Fellows, 5 Mad. 450: 784, 785.
Portuondo Co., *Re*, 135 Fed. 592: 2170.
Post v. Beacon, V. P. & El. Co., C. C. A., 89 Fed. 1, 6: 718, 1291.
v. Berry, C. C. A., 175 Fed. 564: 2193.
v. Buckley, 119 Fed. 249: 115.
v. Supervisors, 105 U. S. 667, 26 L. ed. 1204: 1197, 1575.
v. Toledo, C. etc. R. Co., 144 Mass. 341, 59 Am. Rep. 86, 4 New Eng. R. 221: 340.
v. U. S., 161 U. S. 583, 40 L. ed. 816: 1689, 1703, 1705, 1709.
Post Pub. Co. v. Peck, C. C. A., 199 Fed. 6, 24: 2553, 2556.
Postal Tel. Cable Co. v. Alabama, 155 U. S. 482, 39 L. ed. 231: 60, 1757.
v. City of Mobile, 179 Fed. 955: 41.
v. Livermore & Knight Co., 194 Fed. 180: 732.
v. Southern Ry. Co., 88 Fed. 803: 1773, 1883, 1884, 1918.
v. Southern Ry. Co., 122 Fed. 156: 1611.
v. Vane, C. C. A., 80 Fed. 961: 2452.
Postlethwaite v. Hicks, C. C. A., 165 Fed. 897: 2278, 2288.
Postmaster-General v. Rice, Gilp. 554: 1069.
v. Trigg, 11 Pet. 173, 9 L. ed. 676: 1462.
Potter v. Beal, C. C. A., 50 Fed. 860, 863: 828, 2431.
v. Gardner, 12 Wheat. 499, 6 L. ed. 706: 415.
v. Low, 16 How. Pr. N. S. 549: 1372.
v. Mack, 3 Fish. 428: 928.
v. Muller, 1 Bond. 601, Fed. Cas. No. 11,333: 915.
v. Potter, 1 Ves. Sen. 274: 1058.
v. Third Nat. Bank, 102 U. S. 163, 26 L. ed. 111: 1088, 1091.
v. U. S., 155 U. S. 438, 39 L. ed. 214: 1665, 1685.
Potts, *Re*, 166 U. S. 263, 41 L. ed. 994: 1396.
Potts v. Alexander, 118 Fed. 885, 886: 710.
v. Hahn, 32 Fed. Fed. 660: 502.
v. Hollon, 177 U. S. 365, 44 L. ed. 808: 2445.
v. Leighton, 15 Ves. 273: 1030.
v. Warwick & B. C. N. Co., Kay, 143: 1023.
Poultney v. Fayette, 12 Pet. 472, 9 L. ed. 1161: 1188, 1462, 1464.
Pouppirt v. Elder Dempster Shipping, 122 Fed. 983: 1938.
Powder Co. v. Boorman, 137 Fed. 995: 1139.
Powell v. Brunswick County, 150 U. S. 433, 37 L. ed. 1134: 64, 2405, 2407.
v. Chicago, R. I. & P. R. Co., 64 Mo. 544: 1884.
v. Gate City Bank, C. C. A., 178 Fed. 609: 2177.
v. Kane, 5 Paige (N. Y.), 265: 1085.
v. Leavitt, C. C. A., 150 Fed. 89, 80 C. C. A. 43: 2199, 2200.
v. Leicester Mills, 92 Fed. 115: 813.
v. Powell, Mad. & Geld. 53: 1265.
v. Waldron, 89 N. Y. 328: In re Ketchum, 1 Fed. 840: 975.
v. Wright, 7 Beav. 449: 415.
Power v. Baker, 112 U. S. 710, 28 L. ed. 825: 2484.
v. City of Augusta, 191 Fed. 647: 1570.
v. Semmes, 1 Cranch, C. C. 247: 1105.
Powers et al. v. Blue Grass, B. & L. Ass'n 86 Fed. 705: 159, 942.

[References are to pages.]

Powers v. Chesapeake & O. R. Co., 65 Fed. 129: judgment affirmed, 169 U. S. 92, 18 Sup. Ct. 264, 42 L. ed. 673: 1785, 1800, 1820, 1821, 1822, 1834, 1848, 1849, 1883, 1927, 1928, 1929, 2361, 2362.
v. Commonwealth, 114 Ky. 237, 24 Ky. Law Rep. 1007, 1186, 70 S. W. 644, 1059: 1193.
v. Hughes, 39 N. Y. Supr. 482: 791.
v. U. S., 223 U. S. 303, 56 L. ed. 448: 1697, 1698, 1716.
Powhatan C. & Coke Co. v. Norfolk & Western Ry. Co., 171 Fed. 589: 191.
Powys v. Blagrave, 18 Jur. 463: 1023.
Poydras de La Laude v. Treas. of Louisiana, 17 How. 1, 15 L. ed. 83: 2469.
P. P. Mast & Co. v. Superior Drill Co., C. C. A., 154 Fed. 45: 2475.
Prager, *Re*, 134 Fed. 1006: 2248.
Pratt v. Albright, 9 Fed. 634 (10 Biss. 511): 1777.
v. Bothe, C. C. A., 130 Fed. 670: 2273, 2278.
v. Fitzhugh, 1 Black. 271, 17 L. ed. 206: 2438.
v. Northam, 5 Mason, 95, 112: 317, 340, 640, 646.
v. Paris Gaslight & Coke Co., 168 U. S. 255, 42 L. ed. 458: 85.
Preble v. Bates, 40 Fed. 745: 1591.
Premier Cycle Mfg. Co., *Re*, 70 Conn. 473, 39 Atl. 800: 1038.
Prentice v. Duluth S. & F. Co., C. C. A., 58 Fed. 437: 495. 211 U. S. 210, 29 Sup. Ct. 67, 53 L. ed. 150: 398.
v. Cosmas, C. C. A., 196 Fed. 372: 1499.
v. Di Giacomo, C. C. A., 192 Fed. 467: 1497, 1498.
v. Stathakos, C. C. A., 192 Fed. 469: 1497, 1498.
Prentiss v. Brennan, Fed. Cas. No. 11385 (2 Blatchf. 162): 125.
Prentiss Tool & Supply Co. v. Godchaux, 66 Fed. 234: 707.
Prescott, *Ex parte*, 2 Gall. 146: 1311.
Prescott v. Haughey, 65 Fed. 653: 83.
President v. Mayor, etc. of Elizabeth, 40 Fed. 799: 1467, 1468.
President of St. Mary M. College v. Sibthorp, 1 Russ. 154: 715, 725.
President, etc., of Yale College v. Sanger, 62 Fed. 177: 394.
Press v. Davis, C. C. A., 54 Fed. 267: 1561, 1591.
Pr. & Pub. Co. v. Howell, 26 Ore. 527: 872.
v. Howell, 28 L.R.A. 464: 872
v. McDonald, C. C. A., 73 Fed 410: 2554.
v. Monroe, 164 U. S. 105, 41 L. ed. 367: 2375, 2377.
v. Monteith, C. C. A., 180 Fed. 356: 2557.
Pressed Steel Car Co. v. Chicago & A. R. Co., C. C. A., 192 Fed. 517: 932.
v. Steel Car Forge Co., C. C. A., 149 Fed. 182: 1601, 1608.
Pressed Steel Wagongoods Co., *Re*, 193 Fed. 811: 2081.
Presto, The, C. C. A., 93 Fed. 522: 1290, 2481.
Preston v. Calloway, C. C. A., 183 Fed. 19: 144.
v. Chicago, St. L. & N. O. R. Co., 175 Fed. 487: 330, 343.
v. City of Chicago, 226 U. S. 447, 57 L. ed. —: 2395, 2406.
v. McNeil Lumber Co., 143 Fed. 555: 1852.
v. Smith, (D. Mo.), 26 Fed. 884, 889: 1116, 1118.
v. Sturgis Milling Co., C. C. A., 183 Fed. 1: 330.
v. Walsh, 10 Fed. 315: 392, 443, 817, 920, 1197.
Prevost v. Gorrell, 5 W. N. C. (Pa.) 151: 1347.
Prialeau v. U. S., C. C. A., 143 Fed. 320: 2549.
Price, *Re*, 91 Fed. 635: 2135, 2136.
Price v. Abbott, 17 Fed. 506: 937.
v. Alder G. Con. Co., C. C. A., 71 Fed. 151: 1533.
v. Berrington, 2 Macn. & G. 486, 498: 489, 1205.
v. Coleman, 21 Fed. 357: 478, 510.
v. Coleman, 22 Fed. 694: 1296.
v. Fates, 19 A. L. J. 295: 1575.

[References are to pages.]

v. Forrest, 173 U. S. 410, 423, 43 L. ed. 749, 753: 2321.
v. Henkel, 216 U. S. 488, 54 L. ed. 581: 1629, 1630.
v. Lehigh Valley R. Co., 65 Fed. 825: 1818.
v. McCarty, C. C. A., 89 Fed. 84, 32 C. C. A. 162: 1480, 1629, 1631, 1632.
v. Morris, 5 McLean, 4: 1148.
v. Parkhurst, C. C. A., 53 Fed. 312: 1598.
v. Price, cited in 2 Smith's Ch. Pr. 76: 1205.
v. State, 8 Gill (Md.), 295, 310: 1443.
v. U. S., 165 U. S. 311, 41 L. ed. 727: 1662, 1667, 1668, 1713.
v. U. S., C. C. A., 169 Fed. 791: 2376, 2358, 2360, 2411.
v. U. S., 15 L.R.A.(N.S.) 1272, 85 C. C. A., 247, 13 Ann. Cas. 483, 156 Fed. 950: 279.
v. Yates, 19 Alb. L. J. 295: 744.
Price & Hart v. T. J. Ellis & Co., 129 Fed. 482: 53, 54, 1869.
Prigg v. Pennsylvania, 16 Pet. 536, 615, 10 L. ed. 1060: 596.
v. U. S., 3 Ct. Cl. 209: 2306.
Primeau v. Granfield, C. C. A., 193 Fed. 911: 334.
Primrose v. Fenno, 113 Fed. 375, 376: 1324, 1325, 1337, 1424.
Prince v. Illinois Cent. R. Co., 98 Fed. 1: 1782.
v. Schlesinger N. Y. S. (Trial term, Nov. 28, 1905): 1009.
v. Towns, 33 Fed. 161: 44, 1340.
Prince Albert v. Strange, 1 Macn. & G. 25, 42: 847, 885, 891.
Prince Steam Shipping Co. v. Lehman, 39 Fed. 704: 1965.
Prince & Walter, *Re*, 131 Fed. 546: 2210.
Princess, The, 185 Fed. 218: 1936.
Prindle v. Brown, C. C. A., 155 Fed. 531, 533: 476, 479.
Pringle v. Guild, 119 Fed. 962, 964: 1584.
Printup, *Ex parte*, 87 Ala. 148: 825.
Pritchard v. Fleetwood, 1 Meriv. 54: 839.
v. Palmer, 88 Hun. 412: 406.
v. Quinchant, Amb. 147: 715.
v. Schooner Lady Horatia, Bee Adm. 167, Fed. Cas. No. 11,438: 1937.
Pritchett v. Sullivan, C. C. A., 182 Fed. 480: 1598.
Pritz v. Jones, 117 App. Div. (N. Y.) 643: 553.
Probst v. Cowen, 91 Fed. 929, 931: 1854, 1855, 1880, 1900, 1924.
Proctor v. Brill, 16 Fed. 791: 1285.
v. Smiles, 2 Times L. R. 474: 1126.
Proctor Coal Co. v. U. S. Fidelity & Guaranty Co., 158 Fed. 211: 196, 1913.
Proctor & Gamble Co. v. U. S., 225 U. S. 282, 56 L. ed. 1091, (reversing 188 Fed. 221): 301, 302, 550.
Progesso, The, 48 Fed. 239: 1321.
Propeller Burlington, The, 137 U. S. 386, 390, 34 L. ed. 731, 732: 2444.
Protector, The, 11 Wall. 82, 20 L. ed. 47: 2464.
Protector, The, 20 Fed. 207: 1953.
Proudfoot, *Re*, 123 Fed. 733: 2212.
Prout v. Roby, 15 Wall. 471, 21 L. ed. 58: 438, 447.
v. Starr, 188 U. S. 537, 544, 47 L. ed. 584, 587: 395, 769.
Prouty v. Draper, 2 Story, 199, Fed. Cas. No. 11,447: 1321.
Providence Min. & Mill. Co. v. Nocholson, C. C. A., 178 Fed. 29: 331.
Providence & N. Y. S. S. Co. v. Hill Mfg. Co., 109 U. S. 578, 600, 27 L. ed. 1038, 1046: 861, 1995, 1996, 2000, 2001, 2002, 2003.
Provident Chemical Works v. Hygienic Chemical Co., 170 Fed. 523: 1277.
Provident Life & Trust Co. v. Camden & T. Ry. Co., C. C. A., 177 Fed. 854: 1240, 1243, 1263, 2448, 2547.
v. Camden & T. Ry. Co., C. C. A., 177 Fed. 854: 1042.
v. Mills, 91 Fed. 435: 172, 859.
Provident Life & Trust Co. of Philadelphia v. Camden & T. Ry. Co., C. C. A., 177 Fed. 854 (Third Circuit): 621.
Providence S. E. Co. v. Hathaway Mfg. Co., 79 Fed. 512: 635.

[References are to pages.]

Provident Sav. Life Assur. Soc. v. Ford, 114 U. S. 635, 5 Sup. Ct. 1104, 29 L. ed. 261: 96, 148, 611, 1759.
v. Loeb, 115 Fed. 357: 568.
Provisional Municipality of Pensacola v. Lehman, 57 Fed. 324, 331: 339.
Prudence, The, 191 Fed. 993: 1941.
Prudential Assur. Co. v. Knott, L. R. 10 Ch. 142: 896.
v. Thomas, L. R. 3 Ch. App. 74, 77: 564.
Pruen v. Lunn, 5 Russ. 3: 756.
Prym v. Peck & Mack Co., 136 App. Div. (N. Y.) 566: 793.
P. Schwenk & Co. v. Strang, C. C. A., 59 Fed. 209: 1859, 1865, 1866, 1867.
P. & S. Mfg. Co. v. Noel, 60 N. Y. Superior Ct. 207, affirmed 138 N. Y. 606: 703.
Public Bath, The, No. 13, 61 Fed. 692: 1934.
Public G. & S. Exch. v. W. V. Tel. Co., 11 Biss. 568: 1853.
v. W. U. Tel. Co., 16 Fed. 289: 1853.
Public Law 445, 62nd Cong., Third Sess.: 906.
Public Schools v. Walker, 9 Wall. 603, 19 L. ed. 650: 2533, 2534.
Puetz v. Bransford, 31 Fed. 458: 677, 707.
Puget Sound Traction Light & Power. Co. v. Lawrey, 202 Fed. 263: 1368.
Puget Sound M. Depot v. The Guy C. Cross, 53 Fed. 826: 1972.
Puget Sound Nav. Co. v. Lavendar, C. C. A., 156 Fed. 361: 734, 2549.
Pugh v. Bluff City Excursion Co., C. C. A., 177 Fed. 399: 2543, 2555.
v. Winona, etc., R. Co., 29 Minn. 390, 13 N. W. 189: 790.
Pulaski, The, 33 Fed. 383: 1938.
Pullan v. Kinsinger, 2 Abb. U. S. 94: 895.
Pullen v. U. S., 7 Ct. Cl. 507: 2323.
Pulliam v. Christian, 6 How. 209, 12 L. ed. 408: 1259, 2432.
v. Pulliam, 10 Fed. 53: Broderick's Will, 21 Wall. 503, 22 L. ed. 599: 647, 1196, 1197.
Pullian, *Re*, 171 Fed. 595: 2253.
Pullman v. Stebbins, 51 Fed. 10: 502, 503.
Pullman's Palace Car Co. v. Am. L. & Tr. Co., 84 Fed. 18: 964.
v. Central Tr. Co., 39 U. S. App. 307: 2364.
v. Central Tr. Co., 46 Fed. 261: 704.
v. Central Transp. Co., 71 Fed. 809: 2471.
v. Central Tr. Co., 171 U. S. 138, 43 L. ed. 108: 694, 2364, 2417.
v. Harkins, 55 Fed. 932: 1551.
v. Speck, 113 U. S. 84, 86, 28 L. ed. 925, 926: 1817, 1818.
v. Texas & Pac. Ry. Co., 11 Fed. 625: 898.
v. Texas & Pac. Ry. Co., 4 Woods, 317: 898.
v. Washburn, 66 Fed. 790: 144, 659, 748, 1342, 1529.
v. Washburn in C. C. A., 76 Fed. 1005: 144.
Pulteney v. Shelton, 5 Ves. 147: 799.
Pulver v. Leonard, 176 Fed. 586, 590: 161, 162, 163, 356, 358, 501, 513.
Purcell v. British Land & Mortgage Co., 42 Fed. 465: 133.
v. Miner, 4 Wall. 519, 18 L. ed. 459: 1407.
Purdey v. Warden, 18 Wend. (N. Y.) 651: 793.
Purdy v. Henslee, 97 Ill. 389: 592.
v. Rapalye (N. Y. Ch. 1835): 1037.
v. Wallace Muller & Co., 81 Fed. 513: 1764, 1902.
v. Warden, 18 Wendell (N. Y.) 671: 793.
Pure Food & Drugs Act, Four Hundred and Forty-three Cans of Frozen Egg. Product v. U. S., 226 U. S. 172, 57 L. ed. —: 2357.
Pure Food & Drugs Law (Act of June 30, 1906, ch. 3915, § 4: 1615.
Pure Milk Co., *Re*, 154 Fed. 682: 2081, 2084, 2086.
Purefoy v. Purefoy, 1 Vern. 29: 1181.
Purnell v. Page, 128 Fed. 496: 36, 40, 41.
Pursell, *Re*, 114 Fed. 371: 2138.

[References are to pages.]

Purvine, *Re*, C. C. A., 96 Fed. 192: 2111.
Puschkin, Re, 183 Fed. 882: 2250.
Pusey v. Pusey, 1 Vern. 273: 331, 891, 899.
Pusey & Jones v. Pennsylvania Paper Mills, 173 Fed. 629: 1010.
v. Pennsylvania Paper Mills, 173 Fed. 634: 993, 1028.
v. Miller, 61 Fed. 401: 564.
Put-In-Bay Water Works, etc., Co. v. Ryan, 181 U. S. 409, 431, 45 L. ed. 927, 937: 27, 42, 1170, 1172.
Putnam, *Re*, 193 Fed. 464: 2061, 2069, 2201, 2202.
Putnam v. Day, 22 Wall. 60, 22 L. ed. 764: 1402.
v. Hollander, 6 Fed. 882: 509.
v. Ingraham, 114 U. S. 57, 5 Sup. Ct. 746, 29 L. ed. 65: 118, 1760, 1791, 1792, 1811.
v. Morgan, 172 Fed. 450: 381.
v. New Albany, 4 Biss. 365, 367 373: 316, 685, 692.
v. New Albany, 4 Biss. 365, 373: 692.
v. Rich, 56 Fed. 416: 448.
v. Timothy, D. G. & C. Co., 79 Fed. 454: 42, 47, 121.
Putney v. Whitmire, 66 Fed. 385: 45, 728, 771.
Pyle v. Texas Transport & Terminal Co., 192 Fed. 725: 2177.
Pyott v. Pyott, 191 Ill. 280: 360.

Q.

Quackenbush, *Re*, 102 Fed. 282: 2251.
Quackenbush v. Leonard, 10 Paige (N. Y.), 131: 742.
Quarles v. Quarles, 2 Mumford (Va.), 321: 1272.
Quarrier v. Baltimore & O. R. Co., 20 W. Va. 424: 1852.
Quartz Gold Min. Co., *Re*, 157 Fed. 243: 2075.
Quebec S. S. Co. v. Merchant, 133 U. S. 375, 33 L. ed. 656: 1569, 2439.
Queen Anne's Ferry & Equipment Co. v. Queen Anne's R. Co., 148 Fed. 41: 958, 963.
Queen City Bank v. Brown, 75 Hun. (N. Y.) 259, 58 St. Rep. 286, 28 N. Y. Supp. 1016: 696.
Queen of the Pacific, The, 61 Fed. 213: 1945.
Queen of Portugal v. Glyn, 7 Cl. & F. 466: 1117.
Quilhot v. Hamer, 158 Fed. 188: 1818.
Quincy v. Foot, 1 Barb. Ch. (N. Y.) 496: 619.
v. Steel, 120 U. S. 241, 246, 30 L. ed. 624, 626: 516, 520, 521.
Quincy Granite Quarries Co., *Re*, 147 Fed. 279: 2063.
Quincy, Mo. & Pac. Ry. Co. v. Humphreys, 145 U. S. 82, 95, 36 L. ed. 632, 636: 944, 1008.
Quinlan v. New Orleans, 92 Fed. 695: 201.
v. Pew, C. C. A., 56 Fed. 111, 5 C. C. A. 438: 1990, 1993, 1996.
Quinn, *Re*, C. C. A., 165 Fed. 144: 2189.
Quinn, *Re*, 176 Fed. 1020: 1632.
Quinn v. Fitzgerald, 87 N. Y. App. Div. 539, 84 N. Y. Supp. 728: 794.
v. Leathem [1901], Appeal Cases, 495: Am. Law Review, Nov. 1899: 871.
Quinton v. Equitable Inv. Co., C. C. A., 196 Fed. 314:
v. Neville, C. C. A., 152 Fed. 879: 1403.
v. Neville, C. C. A., 154 Fed. 432: 1213, 2546.
Quirolo v. Ardito, 1 Fed. 610: 1200.

R.

Rabaud v. D'Wolf, 1 Paine, 580: 126.
Raberts v. Graham, 6 Wall. 578: 2548.
Rachel, The, v. U. S., 6 Cranch, 329, 3 L. ed. 239: 2551, 2561.
Racine Seeder Co. v. Joliet Wire Check Rower Co., 27 Fed. 367: 533.
Radam Microbe Killer Co., *Re*, 114 App. Div. (N. Y.) 199: 813.
Radcliffe, *Ex parte*, 1 J. & W. 639: 940, 1018.
Rader v. Bristol Land Co. 94 Va. 766, 27 S. E. 590: 496.

[References are to pages.]

Radford v. Folsom, 14 Fed. 97: 636.
v. Folsom, 123 U. S. 725, 31 L. ed. 292: 2459, 2469, 2470, 2510.
Radin v. U. S., C. C. A., 189 Fed. 568: 2251.
Rafferty v. Central Tr. Co. 147 Pa. 579, 30 Am. St. Rep. 763, 23 Atl. 881: 495.
v. Donnelly, 197 Pa. St. 423: 516.
v. Judge of First Instance, 7 Phil. Rep. 164: 273.
Raffety v. King, 1 Keen. 601: 459.
Raft of Cypress Logs, A, 1 Flip. (U. S.) 543, 20 Fed. Cas. No. 11,527: 1934.
Raft of Spars, A, Abb. Adm. 485, 20 Fed. Cas. No. 11,529: 1934.
Raft of Timber, A, 4 Woods (U. S.) 197, 15 Fed. 555: 1934.
Ragan v. Donovan, 189 Fed. 138: 2175, 2184.
Ragan, Malone & Co. v. Cotton & Preston, C. C. A., 195 Fed. 69: 2277.
v. Cotton & Preston, C. C. A., 200 Fed. 546, affirming 183 Fed. 181: 2250.
Raht v. Attrill, 106 N. Y. 423, 60 Am. Rep. 456: 956, 974, 975, 989.
Railroad Co., *Ex parte*, 95 U. S. 221, 24 L. ed. 355: 706, 763, 1166, 1448, 2432, 2471.
Railroad Co., *Ex parte*, 103 U. S. 794, 26 L. ed. 461: 1531.
Railroad Co. v. Barron, 5 Wall. 90, 18 L. ed. 591: 1577.
v. Blair, 100 U. S. 661, 25 L. ed. 587: 2469.
v. Bradleys, 7 Wall. 575, 19 L. ed. 274: 1258, 2428, 2470.
v. Chamberlain, 6 Wall. 748, 18 L. ed. 859: 144, 1389.
v. Ellerman, 105 U. S. 166, 173, 174, 26 L. ed. 1015, 1017, 1018: 318, 848, 849.
v. Falconer, 103 U. S. 821, 822, 26 L. ed. 471: 1198.
v. Fulton, 59 Ohio St. 575, 53 N. E. 265: 1891.
v. Gladmon, 15 Wall. 401, 21 L. ed. 114: 1569, 1571.
v. Harris, 12 Wall. 65, 81, 20 L. ed. 354, 358: 581.
v. Howard, 7 Wall. 392, 19 L. ed. 117: 427.
Railroad Co. v. Johnson, 15 Wall. 8, 21 L. ed. 118: 2451.
v. Koontz, 104 U. S. 5, 16, 26 L. ed. 643, 646: 1881, 1882, 1895, 1924.
v. Lockwood, 17 Wall. 357, 21 L. ed. 627: 1569, 1570, 1571.
v. Mississippi, 102 U. S. 135, 141, 26 L. ed. 96, 98: 68.
v. National Bank, 102 U. S. 14, 26 L. ed. 61: 1199, 1569, 1571.
v. Orr, 18 Wall. 471, 21 L. ed. 810: 425, 454.
v. Schutte, 100 U. S. 644, 25 L. ed. 605: 2485.
v. Swasey, 23 Wall. 405, 23 L. ed. 136: 1259, 2432.
v. Trook, 100 U. S. 112: 2440.
v. Wiswall, 23 Wall. 507, 23 L. ed. 103: 1446.
Railroad Commission v. Louisville & Nashville R. R. Co., 225 U. S. 272, 56 L. ed. 1087: 2364.
v. Morgan's L. & T. R. & S. S. Co., C. C. A., 195 Fed. 66: 2368.
v. Rosenbaum, C. C. A., 130 Fed. 110: 934.
v. Texas & P. Ry. Co., C. C. A., 144 Fed. 68: 38.
v. Worthington, 225 U. S. 101, 56 L. ed. 1004: 2376.
Railroad Commission of Alabama v. Central of Georgia Ry. Co., C. C. A., 170 Fed. 225: 934.
Railroad Commission of Ohio v. Worthington, 225 U. S. 101, 56 L. ed. 1004: 2415.
v. Worthington, C. C. A., 187 Fed. 965: 2415.
Railway Co., *Ex parte*, 101 U. S. 711, 25 L. ed. 872: 1449.
Railway Co., *Ex parte*, 103 U. S. 794, 26 L. ed. 461: 1446, 1447.
Railway Co. v. Alling, 99 U. S. 463, 25 L. ed. 438: 1166, 2514.
v. Heck, 102 U. S. 120, 26 L. ed. 58: 1399.
v. Ramsey, 22 Wall. 322, 328, 22 L. ed. 823, 824: 473, 1833.
v. Whitton's Adm'r, 13 Wall. 270, 285, 20 L. ed. 571, 576: 136, 348, 1763.

[References are to pages.]

Railroad Receivers in Federal Courts, by Judge Caldwell, 44 Am. Law Rev. 161: 982.
R. R. Equipment Co. v. So. Ry. Co., C. C. A., 92 Fed. 541: 2452.
Railroad & Tel. Cos. v. Board of Equalizers, 85 Fed. 302: 1055.
Ry. Officials & Emp. Acc. Ass'n v. Wilson, C. C. A., 100 Fed. 368: 2476.
Railway Passenger Assur. Co. v. Pierce, 27 Ohio St. 155: 1763.
Ry. Reg. Mfg. Co. v. North Hudson Co. R. Co., 26 Fed. 411: 1393.
Raimond v. Terrebonne Parish, 132 U. S. 192, 33 L. ed. 309: 1566.
Rainbow et al. v. Young, C. C. A., 154 Fed. 489: 1523.
Rainer v. Haynes, Hempst. 689: 1141, 1143, 1146.
Raines v. U. S., 11 Ct. Cl. 648: 2323.
Rainey v. Herbert, C. C. A., 55 Fed. 443: 36, 37, 39, 494, 558.
Rainwater, *Re*, 191 Fed. 738: 2218, 2222.
Rakes v. U. S., 212 U. S. 55, 53 L. ed. 401: 2369.
Raleigh, The, 41 Fed. 527: 1939.
Ralston, *Ex parte*, 119 U. S. 613, 30 L. ed. 506: 2402, 2484, 2485, 2509.
Ralston v. British & American Mortg. Co., 37 La. Ann. 193: 1777.
v. Sharon, 51 Fed. 702: 148.
Ralya Market Co. v. Armour & Co., 102 Fed. 530: 61, 142, 1767.
Ramsden v. Gately, 142 Fed. 912: 650.
v. Keene Five Cents Sav. Bank, C. C. A., 198 Fed. 807: 1253.
Ramsdell v. U. S., 2 Ct. Cl. 508: 2320.
Ramsay v. U. S., 21 Ct. Cl. 443: 2304.
Ramsey v. Coolbaugh, 13 Iowa, 164: 1852, 1885, 1904.
Rand v. Proprietors, etc., Co., 3 Day (Conn), 441: 580.
v. Walker, 117 U. S. 340, 6 Sup. Ct. 769, 29 L. ed. 907: 120, 122, 1788, 1789, 1797, 1811.
Randall, *Re*, 159 Fed. 298: 2240, 2242, 2243, 2244.
Randall v. B. & O. R. Co., 109 U. S. 478, 27 L. ed. 1003: 1555.
v. Howard, 2 Black, 585, 589, 17 L. ed. 269, 271: 513, 650, 651, 1182.
v. New England Order of Protection, 118 Fed. 782: 1054, 1817, 1920.
v. Randall, 139 App. Div. (N. Y.) 674: 801.
v. Venable, 17 Fed. 163: 1551.
Randolph, *Ex parte*, 2 Brock. 44: 1068.
Randolph v. Barrett, 16 Pet. 138, 10 L. ed. 914: 724.
v. Dickerson, 5 Paige (N. Y.), 517: 762.
v. Robinson, 2 N. J. L. 171: 699.
v. Scruggs, 190 U. S. 533, 47 L. ed. 1165: 2178, 2215.
Randolph's Ex'r v. Quidnick Co., 135 U. S. 457, 34 L. ed. 200: 318, 850, 1576.
Ranger v. Champion C. P. Co., 51 Fed. 61: 1111.
v. Champion C. P. Co., 52 Fed. 609: 521, 942.
Ranken v. Probey, 136 App. Div. (N. Y.) 134: 1057, 1058.
Rankin v. Barton, 199 U. S. 228, 50 L. ed. 163: 645.
v. Huskisson, 4 Sim. 13: 899.
v. State, 11 Wall. 380, 20 L. ed. 175: 2400, 2422.
v. S. W. B. & I. Co., 12 N. Mex. 54: 518.
v. Tygard, C. C. A. 198 Fed. 795, 806: 1184.
Ranlett v. Collier White Lead Co., 30 La. Ann. 56: 1777.
Ransford, *Re*, C. C. A., 194 Fed. 658: 2097.
Ransom v. Davis' Adm'rs, 18 How. 295, 15 L. ed. 388: 423, 834.
v. Pierre, C. C. A., 101 Fed. 665: 666, 671.
v. Williams, 2 Wall. 313, 17 L. ed. 803: 761.
Raphael, *Re*, C. C. A., 192 Fed. 874, 876: 2027, 2028, 2115, 2278, 2280.
Raphael v. Trask, 118 Fed. 678: 733.
v. Trask, 118 Fed. 777: 147.

[References are to pages.]

Raphael v. Trask, 194 U. S. 272, 48 L. ed. 973: 147, 436, 445, 446.
Rasbotham v. Shropshire Union Ry. & Canal Co., 24 Ch. D. 110, 113: 627, 1121.
Rashleigh v. Master, 1 Ves. Jr. 201: 1330, 1331.
Rassmussen v. U. S., 197 U. S. 516, 25 Sup. Ct. 514, 49 L. ed. 863: 264.
Ratcliffe v. Winch, 16 Beav. 576: 904.
Rateau v. Bernard, Fed. Cas. No. 11,579 (3 Blatchf. 244): 124, 125.
Rathman, *Re*, C. C. A., 183 Fed. 913: 2110, 2114.
Ratican v. Terminal R. Ass'n, 114 Fed. 666: 643.
Ratinn v. Robertson, 2 Strobh. Law (S. C.), 366: 1177.
Rattray v. George, 16 Ves. 232: 1293.
Ravesies v. U. S., 21 Ct. Cl. 243: 2325.
Rawe v. Phelps, Fed. Cas. No. 11,588 (2 Flip. 471): 1836.
Rawitzer v. Wyatt, 40 Fed. 609: 192.
Rawlings v. Lambert, 1 J. & H. 458; Kerr on Inj. 565, 566: 921.
Rawlins v. Dalton, 3 Y. & Coll. 447: 457.
Rawson v. Lyon (S. D. N. Y.), 15 Fed. 831: 1947, 1957.
Ray v. Knowlton, 11 Biss. C. C. 360: 1313.
v. Law, 3 Cranch, 179, 2 L. ed. 404: 1258, 1402, 2428.
v. Oliver, 6 Paige (N. Y.), 489: 1239.
v. Pierce, 81 Fed. 881: 94, 1780.
v. Smith, 17 Wall. 411, 21 L. ed. 666: 2548.
Raymond v. Chicago Union Traction Co., 207 U. S. 20, 38, 52 L. ed. 78: 73, 77, 326, 555.
v. La Compagnie Generale, 90 Fed. 105: 1947.
v. Royal B. P. Co., C. C. A., 76 Fed. 465: 931, 2458.
v. Tiffany, 115 App. Div. (N. Y.) 350: 812.
Raymond Syndicate v. Brown, 124 Fed. 80: 319.
Raynes v. Wyse, 2 Meriv. 472: 1047.
R. C. Veit, The, 131 Fed. 400: 1973.
Rea v. Missouri, 17 Wall. 532, 21 L. ed. 707: 2553.
Read v. Bennett (N. J. Errors & Appeals, 1897), 37 Atl. 75: 416.
v. Bertrand, 4 Wash. C. C. 558: 1140.
v. Brown, 22 Q. B. D. 128: 514.
v. Consequa, 4 Wash. 174, 180: 588, 617, 720, 914, 920, 921.
v. Consequa, 4 Wash. 335: 685, 686.
v. Read, 1 Ch. Cas. 115: 1046.
Reader v. Haggin, C. C. A., 160 Fed. 909: 1591.
v. Haggin, 114 N. Y. App. Div. 112, 99 N. Y. Supp. 681: 793.
v. Haggin, 114 N. Y. App. Div. 115, 99 N. Y. Supp. 684: 793.
Reading v. Texas Pac. Ry. Co., 4 Fed. 134: 1586.
Reading Hosiery Co., *Re*, 171 Fed. 195: 2202.
Reagan v. Farmers' L. & T. Co., 154 U. S. 362, 38 L. ed. 1014: 328, 395.
Reardon v. Balaklala Consol. Copper Co., 193 Fed. 189: 724.
v. Rock Island Plow Co., C. C. A., 618 Fed. 654: 2164.
Rearick, *Ex parte*, 118 Fed. 928: 1510.
Reaves, *Ex parte*, 121 Fed. 848: 1501.
Reavis v. Reavis, 98 Fed. 145: 98, 108.
Reay v. Berlin & J. E. Co., 30 Fed. 448: 721.
v. Raynor, 19 Fed. 308: 721, 766.
Reber v. Ellis Bros., 185 Fed. 313: 2184.
v. Louis Shulman & Bro., 179 Fed. 574: 2181.
v. Skulman, C. C. A., 183 Fed. 564: 2180.
Rece v. Newport News & M. V. Co., 32 W. Va. 164, 9 S. E. 212, 3 L.R.A. 572: 1763.
Receiver of Cent. R. & B'g. Co. v. Macon, D. & S. R. Co., 115 Fed. 926, 927: 835.
Receivers of Va. Iron, Coal & Coke Co. v. Staake, C. C. A., 133 Fed. 717: 2165.
Reckling v. McKinstry, 185 Fed. 842: 127, 193.

[References are to pages.]

Rector v. City Deposit Bank Co., 200 U. S. 405, 412, 50 L. ed. 527, 529: 2298, 2396, 2405.
v. Fitzgerald, 59 Fed. 808: 1404, 1405, 1412.
v. Lipscomb, 141 U. S. 557, 35 L. ed. 857: 2445, 2471, 2520.
Rector, &c., of St. Stephen's Church v. Rector, &c., of the Church of the Transfiguration, 134 App. Div. (N. Y.) 452: 813.
Red River Cattle Co. v. Needham, 47 Fed. 358: 2570.
v. Needham, 137 U. S. 632, 34 L. ed. 799: 2445.
Red River Line v. Cheatham, C. C. A., 60 Fed. 517, 9 C. C. A. 124: 1941, 1942, 2537.
Redd v. Brun, C. C. A., 157 Fed. 190: 646.
Redding v. Wilkes, 3 Brown, C. C. 401: 513.
Redfern v. Halpert, C. C. A., 186 Fed. 150: 1497, 1498.
Redfield v. Baltimore & O. R. Co., 124 Fed. 929: 104.
v. Parks, 130 U. S. 623, 32 L. ed. 1053: 2495.
Redfield's Case, 27 Ct. Cl. 473: 2341, 2342.
Reding v. Texas & P. R. Co., Fed. Cas. No. 11,630*a*: 1871.
Redmond v. Buskley, 20 N. Y. Supp. 969: 794.
v. Hoge, 3 Hun (N. Y.) 171: 977.
Redus v. Wofford, 4 Sm. & M. (Miss.) 579: 1085.
Reece Folding Mach. Co. v. Fenwick, C. C. A. 140 Fed. 287, 292: 2534.
Reed, *Re*, 191 Fed. 920: 2245, 2250, 2252.
Reed v. American-German Nat. Bank, 155 Fed. 233: 2033, 2163.
v. Bennett, 55 N. J. Eq. 587, 37 Atl. 75: 453.
v. Cooper, 30 Kan. 574, 1 Pac. 822: 795.
v. Cumberland Mut. Ins. Co., 36 N. J. Eq. 393: 625.
v. Hardeman County, 77 Tex. 165, 13 S. W. 1024: 118.
v. Holliday, 19 Fed. 325, 327: 884.
Reed v. Northern Pac. Ry. Co., 86 Fed. 817: 96.
v. Pennsylvania Co., C. C. A., 111 Fed. 714, 49 C. C. A. 572: 351, 1291.
v. Reed, 31 Fed. 49: 1771, 1806.
v. Stapp, C. C. A., 52 Fed. 641: 1562, 1563.
v. Wenle, C. C. A., 176 Fed. 660: 1935, 1981.
Reeder v. Seeyl, 4 Cowen, 548: 997.
Reedy v. Scott, 23 Wall. 352, 364, 365, 23 L. ed. 109, 110, 111: 766, 767.
v. Western El. Co., C. C. A., 83 Fed. 709: 621, 656.
Rees v. Watertown, 19 Wall. 107, 22 L. ed. 72: 330.
v. Watts, 11 Ex. 410: 698.
Reese, *Re*, C. C. A., 107 Fed. 942: 1366, 1480.
Reese v. Zinn, 103 Fed. 97: 35, 192.
Reeside v. Walker, 11 How. (U. S.) 272, 13 L. ed. 693: 365, 389.
Reeve v. Perkins, 2 J. & W. 390: 863.
Reeves v. Corning, 51 Fed. 774, 776: 116, 1867.
v. McCracken, 69 N. J. L. 203, 13 Am. B. R. 680: 2257.
v. State, 29 Fla. 527, 10 So. 901: 1710.
v. Vinacke, 1 McCrary, 213, 217, per Nelson and Dillon, JJ.: 647.
Reg v. Bullock, Dears. C. C. 653, 25 L. J. M. C. 92: 1734.
v. Connell, 6 Cox, C. C. 178: 1712.
v. Phipps, 3 Can. L. T. 55: 1638.
Regealed Ice Co., *Re*, 199 Fed. 340: 2025.
Reggel, *Ex parte*, 114 U. S. 642, 5 S. Ct. 1148, 29 L. ed. 250: 1483, 1644, 1645.
Regina v. Cowper, 24 Q. B. D. 533: 561.
v. Gray, (1900), 2 Q. B. 36: 1355.
Regina Music Box Co. v. F. G. Otto & Son, 124 Fed. 747: 1345.
Regis v. Jaynes, 191 Mass. 245, 249, 77 N. E. 774: 1223.
v. United Drug Co., 180 Fed. 201: 1796.
Rehfield v. Baltimore & O. R. Co., C. C. A., 187 Fed. 810: 1607.

[References are to pages.]

Reichman, *Re*, 91 Fed. 624: 2070.
Reichter v. Magone, 47 Fed. 192: 1280.
Reid, *Re*, 155 Fed. 933: 1089.
Reid v. Judges of Circuit Court, C. C. A. 175 Fed. 774: 840, 2445.
v. U. S., 211 U. S. 529, 53 L. ed. 313: 2369, 2410, 2436, 2440.
Reifsnider v. American Imp. Pub. Co., 45 Fed. 433: 584.
Reilly v. Reilly, 139 Ill. 180: 1175.
Reily v. Lamar, 2 Cranch, 344, 2 L. ed. 300: 2472.
Reinach v. Atlantic & G. W. R. Co., 58 Fed. 33: 103, 857, 994.
Reinartson v. Chicago Great Western Ry. Co., 174 Fed. 707: 1782, 1787.
Reinboth, *Re*, C. C. A., 16 L.R.A. (N.S.) 341, 157 Fed. 672: 2158.
Reinecke Coal Min. Co. v. Wood, 112 Fed. 477: 659, 870.
Reineman v. Ball, 33 Fed. 692: 1799, 1802.
Reiner v. Salisbury, 2 Ch. D. 378: 1116.
Reinhart v. Augusta M. & I. Co., 94 Fed. 901: 962, 968, 974.
Reinitz, *Re*, 4 L.R.A. 236, 39 Fed. 204: 1511.
Reissner v. Anness, 12 Off. Gaz. 842: 632.
v. Anness, 3 Bann & A. Pat. Cas. 148: 632.
Reinstadler v. Reeves, 33 Fed. 308: 611.
Rejall v. Greenhood, 60 Fed. 784: 155, 167, 173.
v. Greenhood, 60 Fed. 884: 636.
v. Greenhood, 92 Fed. 945: 665.
Relfe v. Rundle, 103 U. S. 222, 26 L. ed. 337: 362, 1789, 1807, 1808, 1819.
Reliable Bottle Box Co., *Re*, 199 Fed. 670: 1036.
Reliable Incubator & Brooder Co. v. Stahl, C. C. A., 102 Fed. 590: 1593.
v. Stahl, C. C. A., 105 Fed. 663, 7th Ct.: 2365, 2414.
Reliable L. & B. Co. v. Stahl, C. C. A., 102 Fed. 590: 1592.
Reliance Lumber Co. v. Rothschild, 127 Fed. 745: 1278.
Reliance, The, 189 Fed. 416: 1289.
Relief F. Ins. Co. v. Shaw, 94 U. S. 574, 24 L. ed. 291: 321.
Remer v. McKay, 38 Fed. 161: 693.
Remington v. Central Pac. R. Co., 198 U. S. 95, 25 S. Ct. 577, 49 L. ed. 959: 1764, 1813, 1819, 1830, 1833, 1834, 1894, 1906, 1907, 2362.
Remington Automobile & Motor Co., *Re*, 119 Fed. 441: 2100.
Remington Automobile & Motor Co., *Re*, C. C. A., 153 Fed. 345: 2164.
Remington P. Co. v. Louisiana P. & Pub. Co., 56 Fed. 287: 1000, 1013.
Removal Cases, 100 U. S. 457, 468, 25 L. ed. 593, 597: 97, 101, 108, 109, 115, 433, 1759, 1765, 1766, 1808, 1824, 1836, 1855, 1882, 1890, 1927.
Remsen v. C. F. Blanke Tea & Coffee Co., 189 Fed. 418: 28.
v. Remsen, 2 Johns. Ch. (N. Y.) 495, 501: 1004, 1031, 1134, 1220, 1221.
Renard v. Levinstein, 2 Hem. & Mil. 628: 410.
Renaud v. Abbott, 116 U. S. 277, 128 L. ed. 629: 2469.
Renda, *Re*, 148 Fed. 614: 2218, 2220, 2221.
Renigar v. U. S., C. C. A., 26 L.R.A. (N.S.) 683, 172 Fed. 646: 1660, 1662, 1699.
Renner v. Howland, 2 Cranch, C. C. 441: 1142.
Rensselaer & S. R. Co. v. Bennington & R. R. Co., 18 Fed. 617: 856.
Renton Gibbs & Co., L'd. v. Neville & Co., (1900), 2 Q. B. 181: 699.
Republic, The, C. C. A., 61 Fed. 109, 9 C. C. A. 386: 1992, 1993.
Republic of Colombia, The, *Ex parte*, 195 U. S. 604, 49 L. ed. 338: 2569.
Republic Fire Ins. Co. v. Keogh (New York), 23 Hun, 644: 1794, 1795.
Republican M. Silver Mines v. Brown, C. C. A., 24 L.R.A. 776, 58 Fed. 644: 945.
Republican R. B. Co. v. Kansas P. R. Co., 92 U. S. 315, 23 L. ed. 515: 2555.

[References are to pages.]

Republican Silver Mines v. Brown. 24 L.R.A. 776. 58 Fed. 644: 318.
Resler, *Re*, 95 Fed. 804: 2194.
Respublica v. Cobbett. 3 Dall. 467. 1 L. ed. 683: 1768.
Resse R. S. Min. Co. v. Atwell. L. R. 7 Eq. 347: 724.
Resurrection Gold Min. Co. v. Fortune Gold Min. Co., 129 Fed. 668: 1551, 1552.
Reuben d. The. 3 Fed. 520: 1962. 1967.
Reubens v. Joel. 13 N. Y. 488. p. 497: 336.
Revans v. So. Mo. & A. R. Co., 114 Fed. 982: 585.
Revere. The. 191 Fed. 253: 2000. 2005.
Rex v. Belanger. 6 Canada Crim. Cas. 295: 1704.
v. Clark, 1 D. & R. 43. 16 E. C. L. 17: 1710.
v. Cooke. 2 B. & C. 618, 4 D. & R. 618. 9 E. C. L. 271: 1709.
v. Emden. 9 East. 437: 1712.
v. Grainger. 3 Burrows. 1617: 1709.
v. Shakespeare. 10 East. 83, 2 Hale. P. C. 237: 1706.
v. Vandercom. 2 East. P. C. 519. 2 Leach. C. C. 816: 1712.
v. Wildey, 1 M. & S. 183: 1712.
Rex Buggy Co. v. Hearick. C. C. A., 132 Fed. 310, 12 Am. B. R. 726: 2067.
Reyburn v. Consumers' Gas F. & L. Co., 29 Fed. 561: 959. 974.
Rexford v. Brunswick-Balke-Collender Co., 228 U. S. 339, 57 L. ed. —: 2417. 2431. 2539.
Reynes v. Dumont. 130 U. S. 354, 395. 32 L. ed. 924. 945: 331. 1200. 2550.
Reynolds, *Re*, (M. D. Ala.) 190 Fed. 967: 2118.
Reynolds, *Re*, Shelf on Lun. 417: 359.
Reynolds v. Adden. 136 U. S. 348. 10 Sup. Ct. 843. 34 L. ed. 360: 126. 127. 128. 1919.
v. Crawfordsville First Nat. Bank. 112 U. S. 405. 28 L. ed. 733: 342. 645. 710, 1573.
v. Davis. 198 Mass. 294. 17 L.R.A.(N.S.) 162. 84 N. E. 457: 872.
Reynolds v. Everett. 144 N. Y. 189: 871.
v. First Nat. Bank. 112 U. S. 405. 28 L. ed. 733: 1187.
v. Iron S. Min. Co., 33 Fed. 354: 920.
v. Lyon County, Iowa. 97 Fed. 155: 201, 202.
v. N. Y. Trust Co., C. C. A., 39 L.R.A.(N.S.) 391. 188 Fed. 611: 2205.
v. Newaygo Circuit Judge. 109 Mich. 403, 405: 2564.
v. Stockton. 140 U. S. 254. 272. 35 L. ed. 464. 470: 180. 955. 956.
v. Simoon. The. 20 Fed. Cas. No. 11.733: 1944.
v. U. S., 98 U. S. 145. 159. 160, 25 L. ed. 244. 247. 248: 1714. 1715. 1727. 1728. 1729. 1730. 1731.
R. F. Duke & Son. *Re*. 199 Fed. 199: 2048.
Rhine v. U. S., 15 Ct. Cl. 59: 2348.
Rhinelander v. Sanford. 3 Day (U. S. C. C. D. Conn.). 279: 399.
Rhino v. Emery. C. C. A., 72 Fed. 382: 481.
Rhoads. *Re*. 98 Fed. 399: 2174.
Rhino v. Emery. 79 Fed. 483: 632.
Rhoades v. Selin. 4 Wash. 715: 1152. 1153. 1154. 1155. 1157.
Rhode Island v. Massachusetts, 12 Pet. 657, 9 L. ed. 1233: 385.
v. Massachusetts, 13 Pet. 23. 10 L. ed. 41: 4, 7, 8, 613, 715.
v. Massachusetts. 14 Pet. 210. 259. 10 L. ed. 423. 446: 632.
v. Massachusetts. 15 Pet. 233. 10 L. ed. 721: 4.
v. Massachusetts. 4 How. 591. 11 L. ed. 1116: 4.
Horseshoe Co. v. Goodenough Horseshoe Co., 52 How. Pr. (N. Y.) 11. 1 Abb. N. C. 11: 1831.
Rhodes, *Re*. 109 Fed. 117: 2218.
Rhodes v. Ashurst. 176 Ill. 351. 52 N. E. 118: 85.
v. Ashurst. 71 Ill. App. 242: 85.
v. U. S. Nat. Bank. C. C. A., 34 L.R.A. 742. 66 Fed. 512: 1563.

[References are to pages.]

Rhulender v. Ches., O. & S. W. R. Co., C. C. A., 91 Fed. 5: 971.
R. H. William, *Re*, 120 Fed. 34, 9 Am. B. R. 736: 2041.
Ribon v. Railroad Cos., 16 Wall. 446, 21 L. ed. 367: 445, 448.
Ricard v. Inhabitants New Providence, 5 Fed. 433: 1426, 1429.
Ricardo v. Garcias, 12 Cl. & F. 368: 669.
Rice, *Re*, 164 Fed. 589: 2218, 2221, 2222.
Rice, *Re*, 181 Fed. 217: 1361, 1362, 1363, 1368, 1370.
Rice, *Re*, 155 U. S. 396, 39 L. ed. 198: 1443, 1444, 1451.
Rice v. Ames, 180 U. S. 371, 45 L. ed. 577: 1619, 2358, 2369, 2371, 2372.
v. Austin, 19 miscellaneous 103: 602.
v. Durham Water Co., 91 Fed. 433: 147, 827.
v. Houston, 13 Wall. 66, 20 L. ed. 484: 121.
v. Minn. & N. W. R. Co., 21 How. 82, 16 L. ed. 31: 2507, 2521.
v. Sanger, 144 U. S. 197, 36 L. ed. 403: 2422.
v. Standard Oil Co., 134 Fed. 464, 468: 1433.
Rich v. Bray, 37 Fed. 273, 2 L.R.A. 225: 45.
v. Gross (Nebraska), 29 Neb. 337, 45 N. W. 468: 1805.
Richard v. Hogarth, 94 Fed. 684: 1938.
Richard Winslow, The, C. C. A., 71 Fed. 426, 18 C. C. A. 344, 34 U. S. App. 542: 1938.
Richard Winslow, The, C. C. A., 67 Fed. 259: 1938.
Richards, *Ex parte*, 117 Fed. 658: 1381.
Richards, *Re*, C. C. A., 96 Fed. 935: 2173, 2174, 2291, 2292.
Richards, *Re*, 103 Fed. 849: 2146.
Richards, *Re*, 127 Fed. 772: 2108, 2271, 2272.
Richards, *Re*, (W. D. Ark.) 183 Fed. 501: 2118.
Richards v. Chesapeake & O. R. Co., 1 Hughes, 28, 36: 823.
v. Evans, 1 Ves. Sen. 39: 479.
v. Greason, 128 App. Div. 320, 112 N. Y. Supp. 675: 711.
Richards v. Incorporated Town of Rock Rapids, 34 Fed. 505, 506: 1765, 1766, 1890.
v. Mackall, 113 U. S. 539, 28 L. ed. 1132: 2468.
v. Mackall, 124 U. S. 183, 31 L. ed. 396: 514.
v. Maryland Ins. Co., 8 Cranch, 84, 3 L. ed. 496: 646.
v. Meissner, 163 Fed. 957: 538, 539.
v. Modern Woodmen of America, 85 N. W. 999, 14 S. D. 440: 1857.
v. Rock Rapids, 72 Iowa, 77, 33 N. W. 372: 83.
v. Salter, 6 J. Ch. (N. Y.) 445: 564.
v. U. S., C. C. A., 126 Fed. 105: 1357.
v. U. S., C. C. A., 175 Fed. 911: 1727.
Richardson, *Re*, 192 Fed. 50: 2054.
Richardson v. Campbell, 72 Fed. 525: 1072.
v. Golden, 3 Wash. C. C. 109: 1155.
v. Green, C. C. A., 61 Fed. 423: 161, 342, 1771.
v. Green, 130 U. S. 104, 32 L. ed. 872: 2441, 2459, 2471, 2503, 2510.
v. Green, 159 U. S. 264, 40 L. ed. 142: 161, 342.
v. Hardwick, 106 U. S. 252, 27 L. ed. 145: 1090.
v. Harmon, 222 U. S. 96, 56 L. ed. 110: 1990, 1991.
v. Jenks (Ohio), 47 N. E. 49: 1884.
v. Loree, C. C. A., 94 Fed. 375: 144, 151, 1419.
v. Lowe, C. C. A., 149 Fed. 625: 694, 1408.
v. McChesney, 218 U. S. 487, 54 L. ed. 1121: 1054, 2515.
v. Penicks, 1 App. D. C. 261, at p. 267: 347.
v. Richardson, 5 Paige (N. Y.) 58: 1293.
v. Shaw, 209 U. S. 365: 2217.
v. U. S., C. C. A., 181 Fed. 1: 1717, 1734, 1752.
v. Ward, 6 Madd. 266: 1037.
Richman v. Consol. Gas. Co., 186 N. Y. 209: 173.
v. Donnell, 53 N. J. Eq. 32: 706.
Richmond, *Re*, 9 Fed. 863: 1191.

[References are to pages.]

Richmond v. Atwood, C. C. A., 17 L.R.A. 615, 52 Fed. 10, 21: 1257.
v. Brookings, 48 Fed. 241: 1905, 1922.
v. Irons, 121 U. S. 27, 50, 30 L. ed. 864, 871: 498, 722, 723, 724, 1041.
v. Tayleur, 1 P. Wms. 734: 1416.
Richmond Cedar Works v. Buckner, 181 Fed. 424: 439.
Richmond & D. R. Co. v. Findley, 32 Fed. 621: 1776, 1777.
v. Findley, 32 Fed. 641: 1809.
v. McGee, C. C. A., 50 Fed. 906: 1588, 1592.
v. McKee, C. C. A., 50 Fed. 906: 1424.
v. Thouron, 134 U. S. 45, 10 Sup. Ct. 517, 33 L. ed. 871: 1927.
Richmond Mica Co. v. De Clyne, 90 Fed. 661: 874.
Richmond Milk Co. v. DeClyne, 90 Fed. 661: 874.
Richter v. Jerome, 25 Fed. 679, 681: 1138.
v. Journeymen T. Union, 24 Ohio L. Bull. 189: 870.
v. Magone, 47 Fed. 192: 1909.
v. Union Tr. Co., 115 U. S. 55, 29 L. ed. 345: 322, 1112.
Rickelt, *Ex parte*, 61 Fed. 203: 1484.
Rickerson Roller Mill Co. v. Farrell Foundry & M. Co., 75 Fed. 554, 23 C. C. A., 302: 340.
Rickey Land & Cattle Co. v. Miller, 218 U. S. 258, 263, 54 L. ed. 1032, 1038: 174, 651.
Rico v. Gaultier, 3 Atk. 501: 1048.
Riddle v. Hudgins, C. C. A., 58 Fed. 490: 2433.
v. Manderville, 6 Cranch, 86, 3 L. ed. 161: 1277.
v. N. Y., L. E. & W. R. Co., 39 Fed. 290: 583.
v. Whitehall, 135 U. S. 621, 640, 34 L. ed. 282, 289: 734, 2544, 2545, 2546, 2553.
Rider, *Re*, 96 Fed. 808: 2231, 2235.
Rider v. U. S., C. C. A., 149 Fed. 161: 2420, 2421.
Ridge v. Manker, C. C. A., 132 Fed. 599, 601: 1011, 2535.
Ridgway v. Hays, 5 Cranch, C. C. 23: 2322.
Ridgway v. Wharton, 3 De G., M. & G. 677, 689: 651.
Ridout v. Earl of Plymouth, 1 Dickens, 68: 1025.
Rieger v. U. S., C. C. A., 107 Fed. 916: 1667.
Riehl, *Re*, 200 Fed. 455, Md. 2176.
Rigas v. Livingston, 178 N. Y. 20: 916.
Rigby v. Rigby, 9 Beav. 311, 313: 682.
Riggins v. U. S., 199 U. S. 547, 50 L. ed. 303: 1510.
Riggs, *Re*, 214 U. S. 9, 53 L. ed. 887: 1451.
Riggs v. Brown, 172 Fed. 638: 732.
v. Clark, 71 Fed. 560, 18 C. C. A. 242, 37 U. S. App. 626: 35, 1243.
v. Johnson County, 6 Wall. 166, 18 L. ed. 768: 1453, 1463, 1467.
v. Supervisors, Woolworth, 377: 1616.
Riggs Restaurant, Co., *Re*, C. C. A., 130 Fed. 691: 2068.
Riggsbee, *Re*, 151 Fed. 701: 1359.
Rike v. Floyd, 42 Fed. 247, 248: 1861, 1863, 1866.
Riley, Talbott & Hunt, *Re*, 15 Am. B. R. 159: 2075.
Riley v. Pope, 186 Fed. 857: 2232.
Rillston v. Mather, 44 Fed. 743: 1939.
Rincon Water & Power Co. v. Anaheim Union Water Co., 115 Fed. 543: 656.
Rindskopf, *Re*, 24 Fed. 542: 1144.
Rindskopf v. Plato (D. Wis.), 20 Fed. 130: 1116.
Ring R. & I. M. Co. v. St. Louis Ice Mfg. Co., 67 Fed. 535: 829.
Ringgold v. Glover, 2 Cranch, C. C. 427: 1315.
v. Lewis, 3 Cranch, C. C. 367: 1315.
Ringo v. Binns, 10 Pet. 269, 281, 9 L. ed. 420, 425: 447.
Rio Grande, The, 19 Wall. 178, 22 L. ed. 60: 1470, 2440.
Rio Grande Dam & Irrigation Co. v. U. S., 215 U. S. 266, 268, 54 L. ed. 190, 192: 718, 767, 776, 813, 2566.
Rio Grande Irrigation Co. v. Gildersleeve, 174 U. S. 603, 609, 43 L. ed. 1103, 1105: 1427, 1605.

[References are to pages.]

Rio Grande R. Co. v. Gomila, 132 U. S. 478, 481, 33 L. ed. 400, 401: 164.
Rio Grande W. Ry. Co. v. Telluride Power Transmission Co., 23 Utah, 22, 63 Pac. 995: 1886.
Ripley v. U. S., 222 U. S. 144, 56 L. ed. 131: 2354.
Ripon Knitting Works v. Schreiber, 101 Fed. 810, 4 Am. B. R. 299, 303: 2111, 2114, 2116, 2117.
v. Schreiber, 104 Fed. 1006: 2111, 2117.
Rippa, *Re*, 180 Fed. 603: 2218.
Ripper v. U. S., C. C. A., 178 Fed. 24: 1623.
Rise v. Bordner, 140 Fed. 566: 2048, 2080.
Riser v. Southern Ry. Co., 116 Fed. 215: 1783, 1791, 1803.
v. Southern Ry. Co., 116 Fed. 1014: 1297.
Risk v. Kansas Tr. Co., 58 Fed. 45: 1013.
Risley v. City of Utica, 168 Fed. 737: 40, 41.
v. City of Utica, 173 Fed. 502: 326.
v. City of Utica, 179 Fed. 875: 45, 67, 68.
Risteen, *Re*, 122 Fed. 732: 2087.
Ritchie v. Aylwin, 15 Ves. 79: 728.
v. McMullen, 159 U. S. 235, 40 L. ed. 133: 653.
v. Sayers, 100 Fed. 520: 333.
Ritchie County Bank v. McFarland, C. C. A., 183 Fed. 715: 2279.
Ritter v. Mutual L. I. Co., C. C. A. 72 Fed. 567: 2571.
Ritterbusch v. Atchison, T. & S. F. Ry. Co., 198 Fed. 46: 555, 1145.
Riverdale Cotton Mills v. Ala. & Ga. Mfg. Co., 198 U. S. 188, 49 L. ed. 1008: 144.
Rivers v. Bradley, 53 Fed. 305: 127, 193, 1782.
Riverside & A. Ry. Co. v. Riverside, 118 Fed. 736, 737, 738, 743: 36, 39, 69, 921.
R. J. Darnell, Inc. v. Illinois Cent. R. Co., 190 Fed. 656: 1780.
R. J. Darnell v. Illinois Cent. R. R. Co., 225 U. S. 243, 56 L. ed. 1072: 2363.
R. L. Radke Co., *Re*, 193 Fed. 735: 2050, 2069, 2077, 2080.
Roach, *Ex parte*, 166 Fed. 344: 1510.
Roach v. Chapman, 22 How. 129, 16 L. ed. 294: 1937.
v. Hulings, 16 Pet. 319, 10 L. ed. 979: 714, 1439.
Roadarmour, *Re*, C. C. A., 177 Fed. 379: 2292.
Robb v. Connolly, 111 U. S. 624, 28 L. ed. 542: 175, 1481.
v. Security Trust Co., C. C. A., 121 Fed. 460: 2446.
v. Vos, 155 U. S. 13, 39 L. ed. 52: 149, 158.
Robbins v. Ellenbogen, 71 Fed. 4, 18 C. C. A. 83, 36 U. S. App. 242: 1792, 1804.
v. Freeland, 14 Int. Rev. Rec. 28: 895.
Roberdeau v. Rous, 1 Atk. 544: 1175.
Robert v. Pineland Club, 139 Fed. 1001: 1791, 1819, 1822.
Robert Gair Co., *Re*, C. C. A., 196 Fed. 492, 493: 1136, 1449.
Robert Graham Dun, The, C. C. A., 70 Fed. 270, 17 C. C. A. 90: 1943.
Robert Greenberg & Bro., *Re*, 179 Fed. 413: 2116.
Robt. M. Lee, 6 Phila. 96: 1651.
Robert W. Parsons, The, 191 U. S. 17, 33, 48 L. ed. 73, 80: 1979.
Roberts, *Ex parte*, 6 Pet. 216, 8 L. ed. 375: 1449, 1450.
Roberts, *Ex parte*, 15 Wall. 384, 21 L. ed. 131: 2471.
Roberts, *Re*, 24 Fed. 132: 1483.
Roberts v. Bennett, C. C. A., 135 Fed. 748: 1592, 1593.
v. Brooks, 71 Fed. 914: 611
v. Carrington, 2 N. Y. Super. Ct. (2 Hall) 694: 1830, 1853.
v. Chicago, St. P., M. & O. R. Co., 45 Fed. 433: 1830.
v. Chicago, St. P., M. & O. Ry. Co., 48 Minn. 521, 51 N. W. 478: 1883, 1888.
v. Cooper, 19 How. 373, 15 L. ed. 687: 2486.
v. Cooper, 20 How. 467, 15 L. ed. 969: 2569, 2570, 2574.
v. Langenbach, C. C. A., 119 Fed. 349: 1432, 1555.
v. Lewis, 144 U. S. 653, 36 L. ed. 579: 1432.

[References are to pages.]

Roberts v. Nelson, Fed. Cas. No. 11,-907, 8 Blatchf. 74 (40 How. Prac. 387): 1901.
v. N. Y. El. R. Co., 155 N. Y. 31: 1338.
v. Owen, 6 Times Rep. 172: 791.
v. Pacific & A. Ry. & Nav. Co., 104 Fed. 577: 124, 1841, 1842, 1847, 1848.
v. Pac. & A. Ry. & Nav. Co., C. C. A., 121 Fed. 785, 58 C. C. A. 61: 124.
v. Reilly, 116 U. S. 80, 6 S. Ct. 291, 29 L. ed. 544, affirming 24 Fed. 132: 812, 1481, 1519, 1523, 1643, 1644, 1645, 2547.
v. Shebly Steel Tube Co., C. C. A., 131 Fed. 729: 1786, 1800.
v. U. S., 92 U. S. 41, 23 L. ed. 646: 2347.
v. U. S., 176 U. S. 221, 44 L. ed. 443: 265, 1456, 1460.
v. Walley, 14 Fed. 167: 1110, 1127.
v. Williams, 12 East 33, 37: 479.
Robertson v. Carron, Chase's Dec. 475: 409.
v. Carson, 19 Wall. 94, 106, 22 L. ed. 178, 180: 131, 132, 409, 414, 449, 454.
v. Cease, 97 U. S. 646, 24 L. ed. 1057: 470, 474.
v. Conway, C. C. A., 188 Fed. 579: 144.
v. Kettell, 64 N. H. 430, 14 Atl. 78: 1883.
v. Montgomery Baseball Ass'n, 141 Ala. 348, 109 Am. St. Rep. 30, 37 So. 388, 3 Ann. Cas. 965: 853.
v. Perkins, 129 U. S. 233, 32 L. ed. 686: 1600.
v. Scottish Union & National Ins. Co., 68 Fed. 173, 177: 1840, 1841, 1847.
v. Union Potteries Co., 177 Fed. 279: 2051.
Robinson, *Ex parte*, 6 McLean, 355: 1516.
Robinson, *Ex parte*, 19 Wall. 506, 22 L. ed. 205: 1354, 1449,
Robinson, *Ex parte*, C. C. A., 144 Fed. 835: 1380, 1381.
Robinson, *Re*, 123 Fed. 844: 2240.
Robinson, *Re*, 136 Fed. 994: 2197.
Robinson, *Re*, 179 Fed. 724: 2139.
Robinson v. Alabama & G. Mfg. Co., 51 Fed. 268: 1295.
v. Alabama & G. Mfg. Co., 67 Fed. 189, 72 Fed. 708: 1255.
v. American Car & Foundry Co., C. C. A., 135 Fed. 693: 672.
v. Am. Car & Foundry Co., C. C. A., 159 Fed. 131: 680.
v. Anderson, 121 U. S. 522, 524, 30 L. ed. 1021: 66, 88, 1174.
v. A. & G. M. Co., 67 Fed. 189: 2562.
v. Bags of Sugar, 35 Fed. 693: 1318.
v. Baltimore & O. R. Co., C. C. A., 129 Fed. 753: 867.
v. Baltimore & Ohio R. R. Co., 222 U. S. 506, 56 L. ed. 288: 1057.
v. Baltimore & Ohio R. R. Co., 222 U. S. 506, 56 L. ed. 288: 1073.
v. Belt, C. C. A., 56 Fed. 328: 2424.
v. Brast, C. C. A., 149 Fed. 149: 564, 568, 701.
v. Caldwell, 165 U. S. 359, 362, 41 L. ed. 745, 746: 2364, 2366, 2369, 2416.
v. Campbell, 3 Wheat. 212, at p. 221, 4 L. ed. 372, 375: 337.
v. Cathcart, 2 Cranch C. C. 590: 576, 889, 900.
v. Chicago Rys. Co., C. C. A., 174 Fed. 40, 42: 534.
v. D. & C. Nav. Co., 73 Fed. 883: 1964.
v. Denis, 1 Blatchf. 238, 243: 1127.
v. Furber, 189 Fed. 918: 2483.
v. Hadley, 11 Beav. 614: 1021.
v. Hayes, C. C. A., 186 Fed. 295: 2517.
v. Houstain, 79 Fed. 678: 1339.
v. Iron R. Co., 135 U. S. 522, 34 L. ed. 276: 554, 1250.
v. Lord Byron, 1 Bro. C. C. 588: 325, 899.
v. Mandell, 3 Cliff. 169: 1087.
v. Mutual Reserve Life Ins. Co., 162 Fed. 794: 165.
v. Mutual Reserve Life Ins. Co., 175 Fed. 629: 619, 1000.

[References are to pages.]

Robinson v. Mutual Reserve Life Ins. Co., 182 Fed. 850: 996, 1330, 1332.
v. Nat. S. Co., 20 Blatchf. 513: 611.
v. Nat. S. Co., 12 Fed. 361: 611.
v. Norton, 10 Beav. 484: 1169.
v. Parker-Washington Co., 170 Fed. 850: 1822.
v. Phila., etc., R. Co., 28 Fed. 340, 342: 1110.
v. Satterlee, 3 Saw. 134, 141: 796, 797.
v. Suburban Brick Co., C. C. A., 127 Fed. 804: 635.
v. S. & B. Lederer Co., 146 Fed. 993: 1373.
v. Southern Bank, 94 Fed. 22: 2481.
v. Springfield Co., 21 Fla. 203: 503.
v. Taylor, 42 Fed. 803, 812: 938, 1023.
v. West Va. L. Co., 90 Fed. 770: 43, 945.
Robison v. Hardy, 38 Fed. 49: 1863, 1866.
Roblin v. Long, 60 How. Pr. (N. Y.) 200: 209, 1260.
Robson v. Dodds, L. R. 8 Eq. 301: 849.
Roby v. Colehour, 146 U. S. 153, 36 L. ed. 922: 2404, 2405.
Roche, *Re*, C. C. A., 101 Fed. 956: 279, 2284, 2286.
Roche v. Morgell, 2 Sch. & Lef. 721, 725: 632.
Rochester v. Lee, 1 Macn. & G. 467: 1167.
Rochester German Ins. Co. v. Schmidt, C. C. A., 175 Fed. 720: reversing 126 Fed. 998: 493, 494, 861.
Rochford, *Re*, C. C. A., 124 Fed. 182, 10 Am. B. R. 608: 2101, 2127.
Rock Island Bridge, The, 6 Wall. 213, 18 L. ed. 753: 1934.
Rock Island Nat. Bank v. J. S. Keator L. Co. (D. Ill.), 52 Fed. 897: 1817, 1818.
Rock Island Plow Co. v. Reardon, 222 U. S. 354, 56 L. ed. 231: 2164, 2185.
Rockwood, *Re*, 91 Fed. 363: 2092, 2099.
Rocky Mountain Bell Tel. Co. v. Montana Federation of Labor, 156 Fed. 809: 36, 37.
Roddam v. Hetherington, 5 Ves. 91, 95: 1048, 1049, 1050.
Roddin v. U. S., 6 Ct. Cl. 308: 2328.
Rodger Ballast Car Co. v. Omaha K. C. & E. R. Co., C. C. A., 154 Fed. 629: 959, 964.
Rodgers, *Re*, C. C. A., 125 Fed. 169: 2111.
Rodgers v. Pitt, 96 Fed. 668, 673: 156.
v. Pitt, 129 Fed. 932, 937: 1392.
v. Rodgers, 1 Paige (N. Y.) 424: 732.
v. Thomas, C. C. A., 193 Fed. 952, 957: 646.
v. U. S. ex rel. Elsberg, C. C. A., 152 Fed. 426: 2497, 2505.
v. United States ex rel. Buchsbaum, C. C. A., 152 Fed. 346: 1498.
v. U. S. ex rel. Cachigan, C. C. A., 157 Fed. 381: 1491, 1498.
Rodriguez v. U. S., 198 U. S. 156, 49 L. ed. 994: 2389.
Roe v. New York Press, 75 L. T. J. 31: 1126.
Roeber, *Re*, C. C. A., 127 Fed. 122: 2197.
Roebuck Weather Strip & Wire Screen Co., *Re*, 180 Fed. 497: 2211.
Roemer v. Bernheim, 132 U. S. 103, 33 L. ed. 277, 279: 1399.
v. Newman, 19 Fed. 98: 676.
v. Simon, 91 U. S. 149, 23 L. ed. 267: 2506.
v. Simon, 95 U. S. 214, 220, 24 L. ed. 384, 386: 673, 675.
Rogers, *Re*, 116 Fed. 435: 2215.
Rogers v. Bitter, 12 Wall. 317, 20 L. ed. 417: 2547.
v. Brown, 136 Fed. 813: 1828.
v. Clark Iron Co., 217 U. S. 589, 54 L. ed. 895: 2396.
v. De Soto Placer Min. Co., C. C. A., 136 Fed. 407: 2077.
v. Durant, 106 U. S. 644, 27 L. ed. 303: 2568, 2569.
v. Fidelity Sav. Bank & Loan Co., 172 Fed. 735: 2177.
v. Goore, 17 Ves. 130: 710.
v. Law, 21 How. 526, 18 L. ed. 835: 2574.
v. Lawton, 162 Fed. 203: 24.

[References are to pages.]

Rogers v. Nashville, C. & St. L. Ry. Co., C. C. A., 91 Fed. 299: 521.
v. Nortwick, 45 Fed. 513: 450.
v. Oxford, W. & W. Ry. Co., 2 De G. & J. 662: 849.
v. Peck, 199 U. S. 425, 50 L. ed. 256: 1521.
v. Penobscot Min. Co., C. C. A., 154 Fed. 606, 616: 438, 439, 519, 1168, 2477, 2478.
v. Pitt, 129 Fed. 932, 937: 1392.
v. Reissner, 31 Fed. 592: 704.
v. Riessner, 34 Fed. 270: 1393.
v. Riley, 80 Fed. 759: 362.
v. Riley, 85 Fed. 471: 53.
v. Ritter, 12 Wall. 317, 20 L. ed. 417: 1090.
v. Rogers (New York), 1 Paige 183: 1777.
v. Toole, 11 Paige (N. Y.) 212: 801.
v. U. S., 141 U. S. 548, 35 L. ed. 853: 1559, 2361.
v. Van Nortwick, 45 Fed. 513: 116, 1787, 1791, 1819.
v. Vosburgh, 4 J. Ch. (N. Y.) 84: 904, 1185, 1186, 1202.
Rogers & Co. v. Lambert & Co., 24 Q. B. D. 573: 1124.
Roger Brown & Co., *Re*, C. C. A., 196 Fed. 758: 2154.
Rogers L. M. Works v. Erie Ry. Co., 5 C. E. Green (N. J.), 379: 901.
Rogers & Stefani, *Re*, 156 Fed. 267: 2215.
Rogowski, *Re*, 166 Fed. 165: 2118.
Rohrer, *Re*, 177 Fed. 381: 2097.
Roller v. Holly, 176 U. S. 398, 44 L. ed. 520: 594.
Rollins v. Board of Com'rs of Gunnison County, C. C. A., 78 Fed. 741: 2499.
v. Chaffee County, 34 Fed. 91: 201.
Rollins Gold & Silver Min. Co., *Re*, 102 Fed. 982, 985: 2075.
Rollins Inv. Co. v. George, 48 Fed. 776: 444.
Rolston v. Chittenden, 120 U. S. 390, 30 L. ed. 721: 393.
v. Missouri Fund Commissions, 120 U. S. 390, 411, 30 L. ed. 721, 728: 391, 392.
Roman v. U. S., 11 Ct. Cl. 761: 2306.
Romanow, *Re*, 92 Fed. 510: 2061, 2062.
Romaine, *Re*, 23 Cal. 585: 1645.
Romaine v. Union Ins. Co., 28 Fed. 625: 610, 612.
Romare v. Broken Arrow C. & Min. Co., 114 Fed. 194: 945.
Rome & C. Const. Co. v. Smith, 84 Ga. 238, 10 S. E. 728: 1865.
Rome Planing Mill, *Re*, 96 Fed. 812, 3 Am. B. R. 123: 2065, 2066, 2067, 2068, 2069, 2070, 2133.
Rome Planing Mill, *Re*, 99 Fed. 937: 2068.
Romer v. Kensico Cemetery, 79 App. Div. (N. Y.) 100, 80 N. Y. Supp. 38: 793.
Romeu v. Todd, 206 U. S. 358, 368, 51 L. ed. 1093, 1097: 3, 268.
Romine, *Re*, 138 Fed. 837: 2127, 2141.
Romine, *Re*, (D. C.) 14 Am. Bankr. Rep. 789, 138 Fed. 840: 2141.
Ronchi, *Ex parte*, 165 Fed. 558: 1522.
Rondot v. Tp. of Rogers, *Cf.* C. C. A., 79 Fed. 676: 132.
Roney v. Chase, Talbot & Co., 160 Fed. 268: 1963.
Rood v. Whorton, 67 Fed. 434: 667.
Rooker v. Crinkley, 113 N. C. 73, 18 S. E. 56: 124.
Roosa, *Re*, 119 Fed. 542: 2260.
Roosevelt v. Columbus, C. & I. C. Ry. Co., U. S. C. C., N. D. Ill., Drummond J., Nov. 15, 1882: 1243.
Root v. Mills, C. C. A., 168 Fed. 688: 932, 933, 1043.
v. Railway Co., 105 U. S. 189, 26 L. ed. 975: 332, 336, 337, 338, 532.
v. Woolworth, 150 U. S. 401, 37 L. ed. 1123: 769, 773, 1389.
Rorback v. Dorsheimer, 25 N. J. Eq. 516, 518: 485, 789.
Rosa, The, 53 Fed. 132: 1992, 1995, 1996.
Rosaly v. Graham, 227 U. S. 584, 57 L. ed. —: 2361.
Roscius, The, 1 Brown, Adm. 442: 1148.
Rose, *Re*, 193 Fed. 815: 2154.

[References are to pages.]

Rose v. Calland, 5 Ves. 186: 1283.
v. Gannel, 3 Atk. 439: 1114.
v. McKie, C. C. A., 145 Fed. 584, affirming 140 Fed. 145: 1463.
v. Woodruff, 4 J. Ch. (N. Y.) 547, 548: 620.
Rose Mfg. Co. v. E. A. Whitehouse Mfg. Co., 193 Fed. 69: 1180.
Rosen v. U. S., 161 U. S. 29, 40 L. ed. 606: 1662, 1667, 1668, 1713.
Rosenbach v. Dreyfuss, 1 Fed. 391: 715, 716, 732, 1426, 1429, 1439.
Rosenbaum v. Bauer, 120 U. S. 450, 30 L. ed. 743: 1455.
v. Council Bluffs Ins. Co., 37 Fed. 7, 3 L.R.A. 189: 145, 1812, 1896.
Rosenberg, *Re*, 116 Fed. 402: 2114, 2135.
Rosenberger v. Harris, 136 Fed. 1001: 381.
Rosenblatt, *Re*, 143 Fed. 663: 2105.
Rosenblatt, *Re*, 153 Fed. 335: 2232.
v. Reliance Lumber Co., 18 Fed. 705: 1812.
Rosenfield v. Adams Express Co. (Louisiana), 21 La. Ann. 233: 141, 1884.
v. Condict, 44 Tex. 464: 1826.
Rosenstein v. Tarr, 51 Fed. 368: 172, 175, 1535, 2487, 2493.
v. U. S., C. C. A., 193 Fed. 1022: 1753.
Rosenthal, *Re*, 144 Fed. 548: 178, 2103, 2104.
v. Coates, 148 U. S. 142, 13 Sup. Ct. 576, 37 L. ed. 399: 1763, 1806, 2512.
v. McGraw, C. C. A., 138 Fed. 721: 1031, 1034.
v. Rosenthal, 10 N. Y. Supp. 455: 789.
Rosnek, *Re*, 167 Fed. 574: 2114.
Rosevelt v. Edson, 51 N. Y. Super. Ct. 227: 908.
Ross, *Re*, 140 U. S. 453, 11 Sup. 897, 5 3L. ed. 581: 293, 294, 295, 296, 297.
Ross v. Erie R. Co., 120 Fed. 703: 1783.
v. Ft. Wayne, 63 Fed. 466, 470, 11 C. C. A. 288: 532, 764, 776, 777, 1055, 1179.
v. City of Ft. Wayne on appeal, 65 Fed. 466: 776.
Ross v. City of Ft. Wayne, 58 Fed. 404, 406: 775, 776, 777, 779.
v. Heckman, 98 Fed. 6: 167.
v. H. S. Geer Co., 188 Fed. 731, 734: 542.
v. Prentiss, 3 How. 771, 11 L. ed. 824: 23, 2441.
v. Prentiss, 4 McLean, 106: 1405, 1406, 1407.
v. Saunders, C. C. A., 105 Fed. 915: 2230, 2234.
v. So. Cotton Oil Co., 41 Fed. 152: 1972.
v. Texas & Pac. Ry. Co., 44 Fed. 44: 1942.
v. Union Pac. R. Co., 1 Woolw. 26: 319, 850.
Ross-Meehan B. S. F. Co. v. So. M. Iron Co., 72 Fed. 957: 1546.
Ross-Meehan Foundry Co. v. Southern Car & Foundry Co. (W. D. Tennessee), 124 Fed. 403, 409: 950, 2036.
Rosse v. Rust, 4 J. Ch. (N. Y.) 300: 1201.
Rosser, *Re*, 96 Fed. 308: 2140.
Rosser, *Re*, C. C. A., 101 Fed. 562, 4 Am. B. R. 153, 157: 2111, 2115, 2116, 2117, 2118, 2128, 2285, 2293.
Roth, *Re*, 15 Fed. 506: 1638.
Roth v. Harris, C. C. A., 168 Fed. 279: 1286.
v. Harris, 197 Fed. 929: 1225, 1226.
Roth & Appel, *Re*, 174 Fed. 64: 2204.
Rothenberg, *Re*, 140 Fed. 798: 2202.
Rothschild, *Re*, 5 Am. B. R. 587: 2114.
Rothschild v. Knight, 184 U. S. 334, 46 L. ed. 573: 2401.
v. Matthews, 22 Fed. 6: 92.
v. U. S., 6 Ct. Cl. 204: 2309.
Rouget v. Haight, 57 Hun (N. Y.) 119: 788.
Rough v. Booth (California), 3 Pac. 91: 1853.
Roukous, *Re*, 128 Fed. 645: 2233, 2234.
Roukous, *Re*, 128 Fed. 648: 2234.
Roundell v. Currer, 6 Ves. 250: 742.
Roundtree v. McLain, Hempst. 245: 850.
v. Rembert (D. S. C.), 71 Fed. 255: 1323.
Rountree v. Adams Express Co., C. C. A., 165 Fed. 152: 472.

[References are to pages.]

Roura v. Government of the Philippine Island, 218 U. S. 386, 54 L. ed. 1080: 2444.
Rourke v. McLaughlin, 38 Cal. 196: 1262.
Rouse, *Re*, 91 Fed. 514: 2212.
Rouse v. Hornsby, C. C. A., 67 Fed. 219, 222: 837, 840, 2357.
v. Hornsby, 161 U. S. 588, 40 L. ed. 817: 840, 2376.
v. Letcher, 156 U. S. 47, 49, 39 L. ed. 341, 342: 147, 840.
Rouse, Hazard & Co., *Re*, C. C. A., 91 Fed. 96: 2212, 2279, 2284.
Rousens v. Manufacturing & Selling Co., 99 App. Div. (N. Y.) 214: 977.
Rowan v. Runnels, 5 How. 134, 12 L. ed. 85: 1198, 1568.
Rowe, *Re*, C. C. A., 77 Fed. 161: 1483.
v. Blodgett & C. Co., 87 Fed. 868: 1179.
v. Phelps, 152 U. S. 87: 2476.
Rowell v. Hill, 28 Fed. 433: 1881, 1924.
v. William Koehl Co., 194 Fed. 446: 1121.
Rowland, *Ex parte*, 35 Tex. Cr. 108, 31 S. W. 651: 1644.
104 U. S. 604, 26 L. ed. 861: 1477, 1480.
v. Biesecker, 181 Fed. 128, S. C., C. C. A., 185 Fed. 515: 1087, 1088.
v. Empire State Life Ins. Co., Fed. Cas. No. 12,097: 1763.
Rowlatt v. Cattell, 2 Hare, 186: 799.
Rowley v. Eccles, 1 Sim. & S. 511: 473, 1183.
Rowth v. Howell, 3 Ves. 565: 1004.
Rowzee v. Pierce, 23 S. R. 307: 448.
Roy, *Re*, 185 Fed. 551: 2146.
Roy v. Louisville, N. O. & T. R. Co., 34 Fed. 276: 1290.
Royal, *Re*, 112 Fed. 135: 2247.
Royal, *Re*, 113 Fed. 140: 2246, 2248.
Royal, *Re*, 125 U. S. 696, 31 L. ed. 855: 2569.
Royal Exch. Ins. Co. v. Ward, 1 Fowler Ex. Pr. 225: 590.
Royal Ins. Co. v. Martin, 192 U. S. 149, 161, 48 L. ed. 385, 389: 2388.
v. Miller, 199 U. S. 353, 50 L. ed. 226: 1022.
Royal Metal Mfg. Co. v. Art Metal Works, C. C. A., 130 Fed. 778: 1281.
Royal Tr. Co. v. Washburn, B. & I. R. Ry. Co., 113 Fed. 531: 999, 1007, 1014, 1259, 1358.
v. Washburn B. & I. Ry. Co., C. C. A., 120 Fed. 11: 987.
v. Washburn, B. & I. R. Co., C. C. A., 139 Fed. 865: 1014, 1357.
Royal Union Mut. Life Ins. Co. v. Wynn, 177 Fed. 289: 696.
Royall, *Ex parte*, 117 U. S. 241, 254, 29 L. ed. 868, 872: 175, 1510, 1511 2056.
Royce Dry Goods Co., *Re*, 133 Fed. 100, 13 Am. B. R. 257: 2111, 2117, 2194, 2228.
Royle v. Wynne, 1 C. & Ph. 252: 635.
Rozinsky, *Re*, 101 Fed. 229: 2275, 2276.
Ruan v. Gardner, Fed. Cas. No. 12,100 (1 Wash. C. C. 145): 112.
Rubber Co. v. Goodyear, 9 Wall. 788.
v. Goodyear, 6 Wall. 153, 18 L. ed. 762: 2459.
v. Goodyear, 9 Wall. 788, 792, 19 L. ed. 566, 567: 589, 633, 693, 1224.
v. Goodyear, 9 Wall. 807, 810, 811, 19 L. ed. 587, 589, 590: 705.
Rubber T. W. Co. v. Davie, 100 Fed. 85: 477, 525.
v. Goodyear Tire & Rubber Co., C. C. A., 183 Fed. 978: 897.
Rubin, *Re*, 193 Fed. 425: 1362.
Rubino v. Mariano, 65 App. Div. (N. Y.) 314, 317: 805.
Rubel, *Re*, 166 Fed. 131: 2168.
Ruby v. Atkinson, C. C. A., 93 Fed. 577: 2494.
v. Hunter (W. D. S. D.), 60 Fed. 305: 1817.
Ruby Canyon Gold Min. Co. v. Hunter, 60 Fed. 305: 1818.
Rush v. French, 1 Arse 99, 123: 1533.
Rucker v. Bolles, C. C. A., 80 Fed. 504: 128, 132.
v. Bolles, C. C. A., 133 Fed. 858: 2551.
v. Wheeler, 127 U. S. 85, 93, 32 L. ed. 102, 105: 1550, 1557.

[References are to pages.]

Ruckle v. Am. Car & Foundry Co., 194 Fed. 459: 1585.
Ruckman v. Palisade Land Co., 1 Fed. 367: 121.
v. Ruckman, 1 Fed. 587: 118, 1835.
Rudd v. U. S., C. C. A., 173 Fed. 912: 1734.
Rude, *Re*, 101 Fed. 805: 2122, 2157.
Rudge v. Hopkins, 2 Eq. Cas. Abr. 70: 494.
Rudnick, *Re*, 93 Fed. 787: 2233.
Rudnick & Co., *Re*, 158 Fed. 223, replevin: 2100, 2025.
Ruffin v. State, 124 Ala. 91, 27 So. 307: 1707.
Rugheimer, *Re*, 36 Fed. 376: 1609, 1611.
Ruggles v. Eddy, 11 Blatchf. 524: 731.
v. Buckley, C. C. A., 192 Fed. 907: 2487.
v. Bucknor, 1 Paine, 358: 1148.
v. Patton, C. C. A., 143 Fed. 312: 1036, 2427.
Ruhlender v. Ches., O. & S. W. R. Co., 91 Fed. 5: 957, 962.
Rumbarger v. Yokum, 174 Fed. 55: 501.
Rumbly v. Stainton, 24 Ala. 712: 1167.
Rumford Chemical Works v. Egg Baking Powder Co., 145 Fed. 953: 198.
v. Hecker, 5 Off. Gaz. 644: 855.
v. Hecker, 11 Off. Gaz. 330: 928.
v. Hygienic Chemical Co., 148 Fed. 862: 668, 1091.
v. Hygienic Chemical Co., 159 Fed. 436: 678, 679, 1056.
v. Hygienic Chemical Co., 215 U. S. 156 54 L. ed. 137: 668.
v. Vice, 14 Blatchf. 179, 180: 648, 883.
Rumsey v. Call, 28 Fed. 769: 1792, 1915, 1919.
Rumsey & Sikemier Co. v. Novelty & Mach. Mfg. Co., 99 Fed. 699: 2098.
Rundell v. Murray, Jacob, 311: 883.
Rundle v. Delaware & R. Canal, 1 Wall. Jr. 275 (Fed. Cas. No. 12,139): 210.
Runstetler v. Atkinson, 23 Off. Gaz. 1025: 537.
Ruohs v. Jarvis-Conklin Mortg. Trust Co., 84 Fed. 513: 99, 1822.
Ruos, *Re*, 159 Fed. 252: 1088, 2137, 2141.
Ruos, *Re*, 164 Fed. 749: 2114, 2117, 2124, 2137.
Rupp v. Wheeling & L. E. R. Co., C. C. A., 121 Fed. 825: 95, 1786.
Rupp & Wittgenfeld Co. v. Elliott, C. C. A., 131 Fed. 730, 65 C. C. A. 544: 84.
Rural Home Tel. Co. v. Powers, 176 Fed. 986: 95, 1844.
Rush v. First Nat. Bank, C. C. A., 71 Fed. 102: 554.
Rusch, *Re*, C. C. A., 116 Fed. 270: 2280, 2284.
Russell, *Ex parte*, 13 Wall. 664, 20 L. ed. 632: 2347, 2348, 2515, 2518.
97 Fed. 32, 3 Am. B. R. 91: 2057.
C. C. A., 101 Fed. 248: 2283.
C. C. A., 176 Fed. 253: 2250, 2251.
Russell v. Ashley, Hempst. 546, 549: 1141, 1441.
v. Clark, 7 Cranch, 69, 3 L. ed. 271: 321, 449.
v. Farley, 105 U. S. 433, 26 L. ed. 1060: 349, 922, 924, 925.
v. Harriman Land Co. (E. D. N. Y.), 145 Fed. 745: 1817, 1818.
v. Kearney, 27 Ga. 96: 1079.
v. Kern, C. C. A., 64 Fed. 581: 532, 533.
v. Lamb, 82 Iowa, 558: 1175.
v. M'Lellan, 3 W. & M. 157: 1151.
v. McLennan, Fed. Cas. No. 12,158: 1111.
v. Place, 94 U. S. 606, 610, 24 L. ed. 214, 215: 664.
v. Russell, 129 Fed. 434: 664.
v. Sharpe, 1 Jac. & W. 482: 357, 399.
v. Stansell, 105 U. S. 303, 26 L. ed. 989: 2443.
v. U. S., 15 Ct. Cl. 168: 715, 1439, 2350.
v. U. S. Trust Co., 127 Fed. 445: 1573.
v. U. S., 182 U. S. 516, 45 L. ed. 1210: 383, 2308.
Russell & Birkett, *Re*, 101 Fed. 248, 3 Am. B. R. 658: 1013, 2038, 2098, 2106.
Russel & Livermore's Case, 35 Ct. Cl. 154: 2308.

[References are to pages.]

Russia, The, 5 Ben. 84: 1318.
Russie Cement Co. v. Woolworth & Co., 68 Misc. (N. Y.) 454: 1095.
Russo-Chinese Bank v. Nat. Bank of Commerce, C. C. A., 187 Fed. 80: 1553, 1591, 2510.
Rust v. Brittle Silver Co., 58 Fed. 611, 7 C. C. A. 389, 19 U. S. App. 237: 103, 115.
v. United Water Works Co., C. C. A., 70 Fed. 129: 2365, 2429.
v. United Waterworks Co., C. C. A., 70 Fed. 129: 2429, 2446.
Rutan v. Johnson, C. C. A., 130 Fed. 109: 2461.
Rutland Grocery Co., *Re*, 189 Fed. 765: 2219.
Rutland R. Co. v. Central Vt. R. Co., 159 U. S. 630, 40 L. ed. 284: 2406.
Ryan, *Re*, 114 Fed. 373: 2063.
v. Gould, 32 Fed. 754: 1297.
v. Hendricks, C. C. A., 166 Fed. 94: 2084, 2085, 2284.
v. Koch, 17 Wall. 19, 21 L. ed. 611: 2528.
v. Martin, 16 Wis. 57: 2321.
v. Mathews, 64 Iowa, 250, 20 N. W. 174: 1886
v. Phila. & Reading Coal & Iron Co., (E. D. N. Y.) 189 Fed. 253: 359, 1334, 1335.
v. Seaboard R. Co., 83 Fed. 889: 594.
v. Seaboard & R. R. Co., 89 Fed. 397, 404: 33, 43, 423.
v. Young, Fed. Cas. No. 12,188 (9 Biss. 63): 1901.
Ryckman v. Parkins, 5 Paige (N. Y.), 543: 1006.
Rycroft v. Green (E. D. Pa.), 49 Fed. 177: 1817.
Ryder v. Bateman, 93 Fed. 16: 1127, 1895.
v. Holt, 128 U. S. 525, 32 L. ed. 529: 86, 2541.
Rymarkiewicz's Case, 42 Ct. Cl. 1: 2347.
Ryttenberg v. Schefer, 131 Fed. 313: 2028, 2031.
Rylands v. Latouche, 2 Bligh, 385: 452, 721, 757, 1389.

S.

Sabin v. Fogarty, 70 Fed. 482: 1357.
Sabre v. United Traction & Electric Co., 156 Fed. 79: 441, 1182, 1183.
Sabevitz, *Re*, 197 Fed. 109: 2249, 2250.
Saccharin Corporation v. White, (C. A.) 88 L. T. 850: 508.
v. Wild, (1903, C. A.) 1 Ch. 410: 508.
Sackett v. Rumbaugh, 45 Fed. 23: 612.
v. Smith, 46 Fed. 39: 1326.
Sacks v. Kupferle, 127 Fed. 569: 668.
Sacramento, The, 131 Fed. 373: 1994, 1995.
Sadler v. Boston & Bolivia Rubber Co., 140 App. Div. (N. Y.) 367, aff'd. 202 N. Y. 547: 586.
Sadlier v. Fallon, 2 Curt. 579: 1531.
Safe Deposit & T. Co. v. City of Anniston, 96 Fed. 661, 663: 330, 339.
Safety Appliance Act, Chicago Junction Ry. Co. v. King, 222 U. S. 222, 56 L. ed. 173: 2375.
Safford v. Ensign Mfg. Co., G. C. A., 120 Fed. 480: 532, 1116, 1118.
Sagara v. Chicago, R. I. & P. Ry. Co. (D. Col.) 189 Fed. 220: 124, 1913.
Sage v. Central R. Co. of Iowa, 93 U. S. 412, 23 L. ed. 933: 2483.
v. Memphis & L. R. R. Co., 125 U. S. 361, 31 L. ed. 694: 939, 941, 942, 943, 1039.
v. Memphis & L. R. Co., 18 Fed. 571: 1039.
v. Railroad Co., 96 U. S. 712, 24 L. ed. 641: 2428, 2468, 2470, 2472, 2510.
v. Tauszky, 6 Cent. L. J. 7: 1141, 1142, 1147.
v. Winona & St. P. R. Co., 58 Fed. 297: 648.
Sage Land & Improvement Co. v. Ripley, C. C. A., 192 Fed. 785: 444, 1183.
Sager v. Culver, 147 N. Y. 241, 246: 522.
Saginaw Gaslight Co. v. City of Saginaw, 28 Fed. 529: 101.
Sahlgard v. Kennedy, 2 Fed. 295, 158.
Saick v. Pennsylvania R. Co., 193 Fed. 303: 1755.

[References are to pages.]

Sailors' Union of the Pacific v. Hammond Lumber Co., C. C. A., 156 Fed. 450: 925.
St. Anthony Falls Water Power Co. v. King Wrought Iron Bridge Co., 23 Minn. 186, 23 Am. Rep. 682: 1857.
St. Clair v. Cox, 106 U. S. 350, 27 L. ed. 222: 580, 581, 582, 658.
St. Clair Co. v. Lovingston, 18 Wall. 628, 21 L. ed. 813: 2422.
St. Claire Foundry Co. v. Union Jack Co., C. C. A., 184 Fed. 989: 1395, 2535.
St. Helen's S. Co. v. Tipping, 11 H. L. C. 642: 867.
St. Jago de Cuba, The, 9 Wheaton, 409, 6 L. ed. 122: 1935.
St. John v. Denison, 9 How. Pr. (N. Y.) 343: 997.
St. Johns, The, 101 Fed. 469, 477: 1997.
St. Joseph & G. I. R. Co. v. Steele, 167 U. S. 659, 42 L. ed. 315: 59, 73, 76.
St. Joseph and St. Louis R. R. Co. v. Humphreys, 145 U. S. 105, 36 L. ed. 640: 1008, 1009.
St. Joseph Stockyards Co. v. U. S., C. C. A., 187 Fed. 104: 1591.
St. Lawrence, The, 8 Cranch, 434, 3 L. ed. 615: 2537.
St. Louis, The, 48 Fed. 312: 1934.
St. Louis v. Knapp Co., 104 U. S. 658, 26 L. ed. 883: 867, 894, 1178.
v. Myers, 113 U. S. 566, 28 L. ed. 1131: 1578.
v. Rutz, 138 U. S. 226, 242, 34 L. ed. 941, 947: 1578.
v. Western U. Tel. Co., 148 U. S. 92, 37 L. ed. 380: 1562.
St. Louis, A. & T. H. R. Co. v. Cleveland, C., C. & L. Ry. Co., 125 U. S. 658, 31 L. ed. 832: 957, 966.
v. Indianapolis & St. L. R. Co., Fed. Cas. No. 12,237 (9 Biss. 144): 136, 319.
v. Pennsylvania R. R. Co., 118 U. S. 630, 30 L. ed. 284: 139.
St. Louis Car Co. v. Stillwater R. Co., 53 Minn. 129: 165.
St. Louis Cotton Compress Co. v. American Cotton Co., C. C. A., 125 Fed. 196: 2362.
St. Louis, I. M. & S. Ry. Co. v. Clark, 51 Fed. 483: 1336.
v. Davis, 132 Fed. 629: 59, 72, 73, 77.
v. Southern Ex. Co., 108 U. S. 24, 27 L. ed. 638: 1258, 2421, 2429, 2430.
v. Taylor, 210 U. S. 281, 293, 52 L. ed. 1061, 1067: 2401.
v. Vickers, 122 U. S. 360, 30 L. ed. 1161: 1549, 1550, 1557.
St. Louis, K. C. & C. Ry. Co. v. Dewees, 23 Fed. 691: 801, 869, 1019.
v. Wabash R. R. Co. and City of St. Louis, 217 U. S. 247, 54 L. ed. 752: 2368.
St. Louis M. & M. Co. v. Montana M. Co., 58 Fed. 129: 868.
St. Louis & S. F. R. Co. v. Allen, 181 Fed. 710: 395, 396.
v. Cross, 171 Fed. 480: 135, 136.
v. Cundiff, C. C. A. 184 Fed. 891: 2572.
v. Hadley, 155 Fed. 220: 156, 165, 173, 765, 767, 811, 903, 1580.
v. Hadley, 161 Fed. 419: 395.
v. Herr, C. C. A., 193 Fed. 950: 724, 1584, 2572.
v. James, 161 U. S. 545, 40 L. ed. 802: 135.
v. Johnson, 133 U. S. 566, 577, 578, 33 L. ed. 683, 686, 687: 482.
v. Loughmiller, 193 Fed. 689, 693: 718.
v. McBride, 141 U. S. 127, 35 L. ed. 659: 195, 611, 612.
v. Roes, C. C. A., 159 Fed. 129: 1554.
v. S. W. Tel. & T. Co., C. C. A., 121 Fed. 276: 342, 344.
v. Weaver, 35 Kan. 412, 11 Pac. 408, 57 Am. 176: 1825.
v. Wilson, 114 U. S. 60, 5 Sup. Ct. 738, 29 L. ed. 66: 450, 1784, 1790, 1794.
St. Louis, etc., R. Co. v. French, 56 Kan. 584, 44 Pac. 12: 790.
St. Louis Stave & Lumber Co. v. U. S., C. C. A., 177 Fed. 178: 1550, 2554.
St. Louis S. W. Ry. Co. v. Henson, C. C. A., 58 Fed. 531: 2549.
v. Holbrook, C. C. A., 73 Fed. 112: 1012, 1013.
v. Jackson, C. C. A., 95 Fed. 560: 2452.

[References are to pages.]

St. Louis & S. W. Ry. Co. v. Purcell, C. C. A., 135 Fed. 499: 1590.
v. Stark, 55 Fed. 758: 971, 1254.
St. Louis T. F. v. Carter & G. P. Co., 31 Fed. 524: 909.
St. Louis Tr. Co. v. Riley, C. C. A., 30 L.R.A. 456, 70 Fed. 32: 964.
St. Louis Un. El. Co. v. Nichols, C. C. A., 91 Fed. 832: 2448, 2451.
St. Louis, V. & T. H. R. Co. v. Terre Haute & I. R. Co., 33 Fed. 385, 386: 190, 191.
v. Terre Haute & I. R. Co., 33 Fed. 440, 448: 486.
St. Louis, W. & W. R. Co. v. Ransom, 29 Kan. 298: 1788.
St. Luke's Hospital v. Barclay, 3 Blatchf. 259: 4.
Saint Mary's Franco-American Petroleum Co. v. West Virginia, 203 U. S. 183, 51 L. ed. 144, 7 Ann. Cas. 1018: 582.
St. Matthews Bank v. Fidelity Co., 105 Fed. 161: 1322.
St. Nicholas, The, 49 Fed. 671: 1017.
St. Paul v. Starling, 127 U. S. 376, 32 L. ed. 251: 85.
St. Paul & C. R. Co. v. McLean, 108 U. S. 212, 2 Sup. Ct. 498, 27 L. ed. 703: 1814, 1881, 1892, 1924, 1928.
St. Paul & D. R. Co. v. U. S., 112 U. S. 733, 28 L. ed. 861: 2321, 2322.
St. Paul Gas Light Co. v. St. Paul, 181 U. S. 142, 45 L. ed. 788: 70.
St. Paul, M. & M. Ry. Co. v. Drake, C. C. A., 72 Fed. 945: 1349.
v. Todd County, 142 U. S. 282, 35 L. ed. 1014: 2407.
St. Paul's v. Kettle, 2 V. & B. 1: 1205.
Sadaberry, *Re*, 107 Fed. 95: 2119.
Salamander Co. v. Haven, 3 Dill. 131: 673.
Sale v. Sale, 1 Beav. 586: 357.
Salmon v. Mills, C. C. A., 66 Fed. 32: 2423, 2424.
Salmon & Salmon, *Re*, 143 Fed. 395, 16 Am. B. R. 122: 2065
Salomon v. Stalman, 4 Beav. 243: 799.
Salomoni, The, 29 Fed. 534: 2009.
Salt Lake Valley Canning Co. v. Collins, C. C. A., 176 Fed. 91: 2083.
Saltmarsh v. Tuthill, 12 How. 387, 13 L. ed. 1034: 2483.
Saltonstall v. Birtwell, 150 U. S. 417, 37 L. ed. 1128: 1561.
Saltus v. Tobias, 7 J. Ch. (N. Y.) 214: 632.
Salvator Brewing Co., *Re*, C. C. A., 193 Fed. 989: 2197, 2200, 2203.
Salvidge v. Hyde, 5 Maddock, 138, 146: 497.
Salway v. Salway, 2 R. & M. 215: 1004.
v. Salway, 4 Russ, 60: 1004.
S. A. McCaulley, The, 99 Fed. 302: 1996.
Samel v. Dodd, C. C. A., 142 Fed. 68, 16 Am. B. R. 163: 2116, 2118, 2285, 2292, 2293.
Sampeyreac v. U. S., 7 Pet. 222, 8 L. ed. 665: 1498.
Sample v. Am. Soda Fountain Co., 134 Fed. 402: 1396.
Sampson v. Johnson, 2 Cranch C. C. 107: 1127.
v. Mudge, 13 Fed. 260: 321.
Sampson & Murdock Co. v. Seaver-Radford Co., 129 Fed. 761: 911.
Sampson's Case, 42 Ct. Cl. 378: 2347.
Sampter, *Re*, C. C. A., 170 Fed. 938: 2199.
Sam Q. Lorch & Co., *Re*, 199 Fed. 944: 2178.
Samson, The, 197 Fed. 1017: 1952.
Samuel, The, 1 Wheat, 9, 4 L. ed. 23: 140, 2536.
Samuel v. Jones, 2 Hare, 246: 1330, 1331.
Samuel Bros. & Co. v. Hostetter, C. C. A., 118 Fed. 257, 258, 259: 1147, 1149.
Samuel H. Fisher in 5 Yale Law J. 213: 1179.
Samuel Wilde's Sons, *Re*, C. C. A., 144 Fed. 972: 2131.
Samuelsohn, *Re*, 174 Fed. 911: 2126, 2135, 2141.
Sam Z. Lorch & Co., *Re*, 199 Fed. 944: 2131
San Antonio v. Mehaffy, 96 U. S. 312, 24 L. ed. 816: 2555.
San Antonio & A. P. Ry. Co., *Re*, 41 Fed. 145: 1790, 1808, 1809.

[References are to pages.]

S. Anargyros v. Anargyros & Co., 191 Fed. 208: 1368, 1369, 1373, 1376.
Sambo v. Union Pac. Coal Co., 146 Fed. 80: 719.
Sanborn, *Re*, 52 Fed. 583, 585: 1511.
Sanborn, *Re*, 96 Fed. 551: 2128, 2154.
Sanborn, *Re*, 148 U. S. 222, 37 L. ed. 429: 2385, 2436.
Sanborn v. Bay, C. C. A., 194 Fed. 37: 1589, 1593, 2483.
Sanderlin, *Re*, 109 Fed. 859, 6 Am. B. R. 384: 2055.
Sanderlin v. Peoples' Bank of Buffalo, N. Y., 140 Fed. 191: 1817, 1818, 1830.
Sanders v. Bluefield Works & Imp. Co., C. C. A., 106 Fed. 587: 2430.
v. Devereux, C. C. A., 60 Fed. 311, 316: 1202.
v. Hamilton, (1907) 96 L. T. 679: 795.
v. Riverside, C. C. A., 118 Fed. 720: 707, 1212.
v. Saxton, 182 N. Y. 477, 1 L.R.A.(N.S.) 727, 108 Am. St. Rep. 826: 392.
v. Soutter, 54 Hun (N. Y.) 310, 7 N. Y. Supp. 549: 792.
Sanderson, *Re*, 160 Fed. 278: 2198.
Sanderson v. The City of Toledo, 73 Fed. 220: 1970.
v. U. S., 210 U. S. 168: 2345.
v. Sinclair, 8 Paige (N. Y.), 373: 1019.
San Diego Flume Co. v. Souther, 90 Fed. 164, 167: 706.
Sandilands v. Innes, 3 Sim. 363: 363, 401.
Sands v. E. S. Greeley & Co., C. C. A., 80 Fed. 195: 824, 827.
v. E. S. Greeley & Co., 83 Fed. 772: 1332.
v. E. S. Greeley & Co., C. C. A., 88 Fed. 130, 132, 133: 942, 949, 955.
v. Smith, Fed. Cas. No. 12,305 (1 Abb. U. S. 368, 1 Dill. 290): 124.
Sandford v. Embry, C. C. A., 151 Fed. 977: 1232, 1233.
Sanford Ross P., *Re*, 196 Fed. 921: 2000, 2001, 2005.
Sandusky v. First Nat. Bank, 23 Wall. 289, 23 L. ed. 155: 2046.
Sanford v. Gregg, 58 Fed. 620: 326.
v. Poe, C. C. A., 69 Fed. 546, 60 L.R.A. 641: 325, 326.
v. White, 132 Fed. 531: 323.
Sanford Fork & Tool Co., *Re*, 160 U. S. 247, 40 L. ed. 414: 718.
Sanford Furniture Mfg. Co., *Re*, 126 Fed. 888: 2267, 2269.
San Francisco Gas & El. Co. v. City and County of San Francisco, 164 Fed. 884, 887: 419, 924, 2447.
v. City and County of San Francisco, 189 Fed. 943: 69, 72.
San Francisco Mail Carriers' Case, 33 Ct. Cl. 417: 2302.
San Francisco Nat. Bank v. Dodge, 197 U. S. 70, 75, 113, 49 L. ed. 669: 327, 418.
San Gabriel Sanatorium Co., *Re*, C. C. A., 111 Fed. 892: 2039.
Sanger, *Re*, 169 Fed. 722: 2181, 2184, 2185.
Sanger v. Seymour, 25 Fed. 289: 126, 127.
Sang Lung v. Jackson, 85 Fed. 502: 314.
Sanitas Nut Food Co. v. Force Food Co., 124 Fed. 302: 633.
San Jacinto, The, 30 Fed. 266: 1316.
San Joaquin & King's River Canal & Irrigation Co. v. Stanislaus County, 90 Fed. 516: 72, 73.
v. Stanislaus County, 191 Fed. 875: 1233.
San Jose Indiano, The, 2 Gall. 311: 1319.
San Jose Land & Water Co. v. San Jose Ranch Co., 189 U. S. 177, 47 L. ed. 765: 2405.
San Mateo County v. Southern Pac. R. Co., 13 Fed. 145: 1762.
v. So. Pac. R. Co., 116 U. S. 138, 29 L. ed. 589: 2515.
San Miguel Gold Min. Co., 197, *Re*, 197 Fed. 126: 2030, 2122, 2138.
San Pedro, The, 223 U. S. 365, 56 L. ed. 473: 1991, 2000, 2002.
San Pedro & Canon A. A. Co. v. U. S., 146 U. S. 120, 36 L. ed. 912: 2369, 2496.
San Rafael, The, C. C. A., 141 Fed. 270, 72 C. C. A. 388: 1966, 1982, 1996.

[References are to pages.]

Santa Claus, The, Fed. Cas. 12,327: 1971.
Santa Fe Pac. R. Co. v. Davidson, 149 Fed. 603: 1099, 1104.
Santa Maria, The, 10 Wheat. 431, 6 L. ed. 359: 2561, 2564, 2574.
Santa Rita, The, C. C. A., 30 L.R.A. (N.S.) 1210, 176 Fed. 890: 1981.
Santee R. C. L. Co. v. James, 50 Fed. 360: 1576, 1578.
Sanxter v. Foster, Cr. & Ph. 302: 867.
Sapiro, *Re*, 92 Fed. 340: 2140.
Sapphire, The, 11 Wall. 164, 20 L. ed. 127: 751, 765.
18 Wall. 51, 21 L. ed. 814: 2574.
Sarah, The, 8 Wheat. 391, 5 L. ed. 644: 2013.
Sarah and Caroline, The, id. 123: 2012.
Sarah E. Kennedy, The, 29 Fed. 261: 1047.
25 Fed. 569, 672: 240, 241, 1975.
Saranac, L. & T. Co. v. Roberts, 68 Fed. 521: 390.
Sargant v. Read, L. R. 1 Ch. D. 600: 1021.
Sargent v. Blake, C. C. A., 160 Fed. 57: 2056, 2170.
v. Home Benefit Ass'n, 35 Fed. 711: 1584.
v. Larned, 2 Curt. 340: 626.
Sarsar, *Re*, 120 Fed. 40: 2092.
Sattler v. Slonimsky, 199 Fed. 592, Pa.: 2176.
Sauer v. New York, 206 U. S. 536, 549, 51 L. ed. 1176, 1182: 2397.
Saumarez v. Saumarez, 4 Mylne & Cr. 331, 336: 407, 414, 493, 494.
Saunders, The, 23 Fed. 303: 1986.
Saunders v. Adams Express Co., 136 Fed. 494: 141.
v. Logan, 2 Fish. 167: 1273.
v. Smith, 3 Myl. & Cr. 711: 883.
v. The Victoria, 21 Fed. Cas. No. 12,377, 11 Leg. Int. (Pa.) 70: 1944.
Saur, *Re*, 122 Fed. 101: 2156.
Savage, *Re*, 134 U. S. 176, 177, 33 L. ed. 842: 1515.
Savage v. Carroll, 1 Ball & B. 548: 399, 1058, 1205.
Savage v. Jones, 225 U. S. 501, 56 L. ed. 1182: 2369.
v. Modern Woodmen, 84 Kan. 63, 33 L.R.A.(N.S.) 773: 2557.
v. Worsham, 104 Fed. 80: 722.
Savannah v. Jessup, 106 U. S. 563, 27 L. ed. 276: 2445.
Savannah Nat. Bank v. Haskins, 101 Mass. 370, 3 Am. Rep. 373: 320.
Savin, *Re*, 131 U. S. 267, 277, 33 L. ed. 150, 153: 1358.
Savin, Petitioner, 131 U. S. 267, 279, 33 L. ed. 150, 154: 1358, 1370, 1380, 1483.
Savings & Tr. Co. v. Bear Valley Irr. Co., 112 Fed. 693, 702, 704: 786, 992.
Sawin v. Kenny, 93 U. S. 289, 23 L. ed. 926: 1427, 1601.
Sawyer, *Ex parte*, 21 Wall. 235, 22 L. ed. 617: 2493.
Sawyer, *Re*, 124 U. S. 200, 31 L. ed. 402: 329, 861, 862, 1478, 1480.
Sawyer v. Atchinson, T. & S. F. R. Co., C. C. A., 129 Fed. 100: 500.
v. Birchmore, 1 Keen. 391: 1217.
v. Gill, 3 Woodb. & M. 97: 589.
v. Kellogg, 9 Fed. 601: 1285.
v. Turpin, 91 U. S. 114, 23 L. ed. 235: 2066.
v. U. S., 202 U. S. 150, 50 L. ed. 972: 1738.
v. White, C. C. A., 122 Fed. 223, 227: 161, 342, 1422.
v. Williams, 72 Fed. 296: 1278.
Sawyer Sp. Co. v. Turner, 55 Fed. 979: 874.
Sax, *Re*, 141 Fed. 223, 15 Am. B. R. 455: 2116, 2117.
Saxby v. Easterbrook, L. R. 3 C. P. D. 339: 897.
Saxlehner v. Eisner, 140 Fed. 938: 405, 533, 667, 769.
v. Eisner, C. C. A., 147 Fed. 189: 405.
v. Eisner & Mendelson Co., C. C. A., 138 Fed. 22, 70 C. C. A. 452: 1223, 1224.
v. Eisner & Mendelson Co., C. C. A., 147 Fed. 189, 77 C. C. A. 417: 542.
v. Eisner & M. Co., 179 U. S. 19, 45 L. ed. 60: 542, 647.
Saxton Furnace Co., *Re*, 142 Fed. 293: 2204.

[References are to pages.]

Sayed, *Re*, 185 Fed. 962: 2176, 2179.
Sayer v. La Salle & P. Gaslight & Coke Co., 14 Fed. 69, 9 Biss. 372: 101.
Sayle v. Graham, 5 Sim. 8: 775.
v. Scott Paper Mfg. Co., 55 Fed. 553: 557: 1388.
v. State, 8 Tex. 120: 1708.
Sayles v. Erie Ry. Co., 2 N. J. L. J. 212: 710.
v. Northwestern Ins. Co., 2 Curt. 212: 611.
Saylors v. Saylors, 3 Heisk. (Tenn.) 525: 823.
Sayre v. Elyton Land Co., 73 Ala. 87, 96: 1252, 1253.
Scaldewell v. Stormesworth, 1 Cal. Ch. 5: 570.
Scarborough v. Pargoud, 108 U. S. 567, 7 L. ed. 824: 2461.
Scatcherd v. Love, C. C. A., 166 Fed. 53: 1281, 1424.
Scatchmer v. Foulkard 1 Eq. Cas. Abr. 125: 1293.
Scatterwood v. Edge, 1 Salk. 229: 865.
Schachter, *Re*, 170 Fed. 683: 2249.
Schaefer v. Werling, 188 U. S. 516, 47 L. ed. 570: 2406.
Scharff v. Levy, 112 U. S. 711, 28 L. ed. 825: 1824.
Schatz v. Winton Motor Carriage Co., 197 Fed. 777: 1129, 1163.
Scheck v. Kelly, 95 Fed. 941: 927.
Scheffer v. National Life Ins. Co., 25 Minn. 534: 1857.
Scheile v. Brakell, 11 W. R. 796: 847.
Schell v. Alston Mfg. Co., 149 Fed. 439: 523.
v. Cochran, 107 U. S. 625, 27 L. ed. 543: 1351, 1352.
v. Dodge, 107 U. S. 629, 27 L. ed. 601: 2559.
Schelle v. Brackell, 11 W. R. 196: 889.
Scheuck v. Diamond Match Co., 71 Fed. 521: 674.
v. Diamond Match Co., C. C. A., 73 Fed. 22: 2480.
v. Diamond Match Co., C. C. A., 77 Fed. 208: 674.
Schenkein, *Re*, 113 Fed. 421: 2135, 2136.
Scherber, *Re*, 131 Fed. 121: 2032, 2112, 2114, 2115.
Schermerhorn, *Re*, C. C. A., 145 Fed. 341: 2106, 2111.
Schermerhorn v. L'Espenasse, 2 Dall. 360, 1 L. ed. 415: 863, 903, 906, 910, 920.
Scherr, *Re*, 138 Fed. 695: 2131.
Scheuer v. Smith & Montgomery Book & Stationery Co., C. C. A., 112 Fed. 407, 412: 2051.
Schick v. U. S., 195 U. S. 65, 24 Sup. Ct. 826, 49 L. ed. 99: 1732.
Schiffer v. Anderson, C. C. A., 146 Fed. 457: 195, 721.
Schiller, *Re*, 96 Fed. 400: 2126.
Schillinger v. U. S., 155 U. S. 163, 39 L. ed. 108: 383, 2308.
Schindelholz v. Cullum, C. C. A., 55 Fed. 885: 1000.
Schippear v. Consumer Cordage Co., 72 Fed. 803: 1818.
Schlaffer, *Ex parte*, 154 Fed. 921: 1475.
Schlaug v. Ladies' Waist Makers' Union, 124 N. Y. Supp. 289: 872.
Schleisinger v. U. S., 1 Ct. Cl. 16: 2324.
Schlemmer v. Buffalo, Rochester & Pittsburg Ry. Co., 220 U. S. 590, 55 L. ed. 596: 2569.
Schlesinger, *Re*, 97 Fed. 930, 3 Am. B. R. 342: 2117, 2118.
Schlesinger, *Re*, C. C. A., 102 Fed. 117, 4 Am. B. R. 361: 2117.
Schmechel Co., *Re*, 104 Fed. 64: 2203.
Schmeiser Mfg. Co. v. Blanchard, 192 Fed. 362: 1165.
v. Lilly, 189 Fed. 631: 761, 875, 876.
Schmertz Wire-Glass Co. v. Pittsburgh Plate Glass Co., 168 Fed. 73: 745.
v. Western Glass Co., 178 Fed. 973: 538.
v. Western Glace Co., 178 Fed. 977: 538.
Schmidt, *Re*, C. C. A., 181 Fed. 73, 76: 2104.
Schmidt v. Cobb, 119 U. S. 286, 30 L. ed. 321 (a divided court): 74.
v. Mitchell, 101 Ky. 570, 19 Ky. Law Rep. 763, 41 S. W. 929, 72 Am. St. Rep. 427: 1193.
Schmieder v. Barney, 7 Fed. 451: 1298.
v. Barney, 19 Blatchf. 143: 1298.

[References are to pages.]

Schmadig v. Flescher, 29 Fed. 465: 1862, 1866.
Schnabel, *Re*, 166 Fed. 383: 2061.
Schneider, *Re*, No. 2, 148 U. S. 162, 37 L. ed. 406: 1477.
Schneider v. Eldredge, 125 Fed. 638: 117, 1764, 1772.
v. Foote, 27 Fed. 581 (23 Blatchf. 511): 1897.
v. Lizardi, 9 Beav. 461, 468: 921.
v. Meyer, 56 Mo. 475: 801.
Schocket, *Re*, 177 Fed. 583: 2262.
Schoellkopf, Hartford & Maclagan v. U. S., 147 Fed. 855: 313.
Schoenfeld, *Re*, C. C. A., 183 Fed. 219: 2109, 2128, 2271.
Schoenfield, *Re*, 190 Fed. 53: 2105.
Schoerken v. Swift C. & B. Co., 7 Fed. 469, 471: 1054, 1073.
Schofield v. Horse S. C. Co., 65 Fed. 433: 212, 618, 810.
Scholle v. Scholle, 101 N. Y. 167, 172: 1244, 1245.
Schollenberger, *Ex parte*, 96 U. S. 369, 24 L. ed. 853: 581, 1446, 1462.
School District v. Insurance Co., 101 U. S. 472, 25 L. ed. 868: 2526.
v. Randall, 5 Nebraska 408, 410: 1431.
School Dist. of Ackley v. Hall, 106 U. S. 428, 27 L. ed. 237: 2505, 2509, 2518.
School District No. 11, Dakota County, Neb. v. Chapman, C. C. A., 152 Fed. 887: 1563.
Schoolfield v. Rhodes, 82 Fed. 153: 1422, 1429.
Schooner Rachel, The, v. U. S., 6 Cranch, 329, 3 L. ed. 239: 2562.
Schoonover v. Hinckley, 46 Iowa, 207: 790.
Schorer, *Ex parte*, 195 Fed. 334: 1482.
Schrader v. Manufacturers' Nat. Bank, 133 U. S. 67, 33 L. ed. 561: 668.
Schraubstadter v. U. S., C. C. A., 199 Fed. 568: 1661, 1665, 1734, 1739.
Schreiber v. Heymann, 63 L. J. Q. B. 749: 1124.
v. Sharpless, 110 U. S. 76, 28 L. ed. 65: 739.
Schreiner v. U. S., 6 Ct. Cl. 359: 2324.
Schroeder v. Young, 161 U. S. 334, 40 L. ed. 721: 1249.
Schrom, *Re*, (E. D. Ia.) 97 Fed. 760: 950, 2109.
Schuchardt v. Babridge, 19 How. 239, 15 L. ed. 625: 1977.
Schuessler v. Dudley, 89 Ala. 547, 60 Am. Rep. 124: 502.
Schulenberg-Boeckeler Lumber Co. v. Town of Hayward, 20 Fed. 422: 45.
Schulenburg, *Ex parte*, 25 Fed. 211, 212: 604.
Schuler v. Hausinger, C. C. A., 177 Fed. 119: 2153, 2281.
v. Woodward, 169 Fed. 1012: 1250.
Schulman, *Re*, C. C. A., 177 Fed. 191: 1360, 2290.
Schultz v. Diehl, 217 U. S. 594, 54 L. ed. 896: 594.
v. Highland Gold Mines Co., 158 Fed. 337: 149, 859.
v. Mut. L. Ins. Co., U. S. C. C., S. D. N. Y., 1881: 1547.
Schumert & Warfield v. Security Brewing Co., 199 Fed. 358: 2073, 2137.
Schunk v. Moline, Milburn & Stoddart Co., 147 U. S. 509, 13 Sup. Ct. Rep. 416, 37 L. ed. 255: 27, 55, 1531, 2364.
Schurmeier v. Connecticut Mut. Life Ins. Co., C. C. A., 171 Fed. 1: 161.
Schutte v. Thompson, 15 Wall. 152, 21 L. ed. 123: 1138.
Schwab, *Ex parte*, 98 U. S. 240, 25 L. ed. 105: 1450.
Schwabacker v. Reilly, 2 Dill. 127: 1105, 1441.
Schwan v. Mutual Trust F. L. Ass'n, 9 Civ. Pro. R. 82: 711.
Schwaninger, *Re*, 144 Fed. 555: 2047.
Schwanzel v. Holenshade, 3 Fish. 196: 1273.
Schwartz, *Re*, 14 Fed. 787: 853, 921.
Schwartzman, *Re*, 167 Fed. 399: 2099.
Schwarz v. U. S., 35 Ct. Cl. 303: 2321.
Schwarz, Matter of, *In re*, 14 Fed. 787: 920.
Schwed v. Smith, 106 U. S. 188, 2 L. ed. 156: 2113.
Schweer v. Brown, C. C. A., 139 Fed. 328: 2116, 2118.

[References are to pages.]

Schweer v. Brown, 195 U. S. 171, 49 L. ed. 144, 25 Sup. Ct. 15: 2118, 2363, 2364.
Scipio v. Wright, 101 U. S. 665, 25 L. ed. 1037: 1573.
Scobel v. Giles, 19 Fed. 224: 1968.
Scofield v. Pennsylvania Co., 149 Fed. 601: 1941.
v. U. S., C. C. A., 174 Fed. 1: 2151.
Scotland, The, 105 U. S. 24, 26 L. ed. 1001: 1989, 1990, 1992, 1996, 2000.
Scotland, The, 118 U. S. 507, 518, 30 L. ed. 153, 155: 1286, 1287, 1998.
Scotland County v. Hill, 112 U. S. 183, 5 Sup. Ct. 93, 28 L. ed. 692: 666, 1552, 1597.
Scotson v. Gawry, 1 Hare, 99: 908.
Scott, *Re*, 8 Fed. 420: 2079.
Scott, *Re*, 11 Fed. 133: 2251.
Scott, *Re*, 93 Fed. 418: 2187.
Scott, *Re*, 95 Fed. 815: 2140.
Scott, *Re*, 96 Fed. 607: 2229.
Scott, *Re*, 99 Fed. 404: 2265, 2271.
Scott v. Alvarez, (1895), 1 Ch. 596: 697.
v. Armstrong, 146 U. S. 499, 512, 36 L. ed. 1059: 647, 1422, 1426, 1429, 2381, 2549.
v. Becher, 4 Price, 346: 846, 939.
v. Choctaw, O. & G. R. Co., 112 Fed. 180: 64, 81, 1810.
v. Clinton & S. R. Co., Fed. Cas. No. 12,527 (6 Biss. 529): 1779.
v. Donald, 165 U. S. 58, 41 L. ed. 632: 27.
v. Donald, 165 U. S. 107, 41 L. ed. 648: 37, 391, 394, 426.
v. Dunbar, 1 Molloy, 442: 1282.
v. Kelly, 22 Wall. 57, 22 L. ed. 729: 2298.
v. Laas, C. C. A., 150 Fed. 764: 877.
v. Latimer, 33 C. C. A. 1: 340.
v. Lazell, 170 Fed. 1023: 765.
v. Lazell, 177 Fed. 608: 775.
v. Leary, 34 Md. 389: 794.
v. McFarland, 70 Fed. 280: 505.
v. McNeal, 154 U. S. 34, 38 L. ed. 896: 2396.
v. Neely, 140 U. S. 106, 35 L. ed. 358: 344, 346.
v. Otis, Fed. Cas. No. 12,543: 1813, 1830.
v. Platel, 2 Phil. 229: 1024.
Scott v. R. D. Kinney & Co., (C. C.), 137 Fed. 1009: 1876.
v. Stockholders' Oil Co., 122 Fed. 835: 575.
v. Stockholders' Oil Co., 129 Fed. 615: 587.
v. Texas Land & Cattle Co., 41 Fed. 225: 138, 139.
v. U. S., 18 Ct. Cl. 1: 2306.
v. U. S., C. C. A., 165 Fed. 172: 1753.
Scottish Am. Mtg. Co. v. Follansbee, 14 Fed. 125:
Scottish Union, etc. Ins. Co. v. J. H. Hohlmann & Co., 73 Fed. 66: 851.
Scoutt v. Keck, C. C. A., 73 Fed. 900: 116, 1760, 1790.
Scranton v. Wheeler, C. C. A., 57 Fed. 803, 807: 383, 384.
Screws, *Re*, 147 Fed. 989: 2269.
Scribner v. Straus, 130 Fed. 389: 883, 886.
v. Straus, C. C. A., 147 Fed. 28: 67.
Scriven v. North, C. C. A., 134 Fed. 366: 2431.
Scruggs & Echols v. Am. Cent. Ins. Co. of St. Louis, C. C. A. 176 Fed. 224:
S. C. Tyron, The, 105 U. S. 267, 26 L. ed. 1026: 2519.
Scull v. Raymond, 18 Fed. 547: 1964.
Scully, *Re*, 108 Fed. 372: 2146.
Scully v. Bird, 209 U. S. 481, 52 L. ed. 899: 395, 396, 398.
v. Squier, 215 U. S. 144, 54 L. ed. 131: 2395.
Seaboard Air Line Ry., *Re*, 166 Fed. 376: 1015.
Seaboard Air Line Ry. v. Duvall, 225 U. S. 477, 56 L. ed. 1171: 2403, 2404, 2405.
v. North Carolina R. Co., 123 Fed. 629: 115.
v. Railroad Commission, 155 Fed. 792: 911.
v. Seegers, 207 U. S. 73, 52 L. ed. 108: 2396.
Seaboard Fire Underwriters, *Re*, 137 Fed. 987, 13 Am. B. R. 722: 2053.
Seabolt, *Re*, 113 Fed. 766: 2025.
Seabrook v. Raft of Railroad cross-Ties, 40 Fed. 596: 1934.
Seagirst v. Crabtree, 127 U. S. 773, 32 L. ed. 323: 2468.
Seaholm, *Re*, C. C. A., 136 Fed. 141: 2252.

[References are to pages.]

Sea Ins. Co. v. About Five Hundred Tons of Steel Rails, 191 Fed. 250: 1935.
Seales v. Pheiffer, 77 Ala. 278: 497.
Seaman, *Re*, Shelf. on Lun. 146: 940.
Seaman v. N. W. M. L. I. Co., 86 Fed. 493, 497: 1213, 1234, 1242.
v. Riggins, 2 N. J. Eq. 214, 34 Am. Dec. 200: 1250.
Searcy County v. Thompson, C. C. A., 66 Fed. 92, 98: 1563, 1564.
Searl v. School District, 124 U. S. 197, 199, 31 L. ed. 415, 416: 1773, 1774.
Searles v. Jacksonville, P. & M. R. Co., 2 Woods, 621, 625: 812, 821, 1021.
v. Worden, 13 Fed. 716: 1375, 1376.
Sears, *Re*, 112 Fed. 58: 2043.
Sears, *Re*, C. C. A., 117 Fed. 294: 2083, 2085.
Sears, Humbert & Co., *Re*, C. C. A., 128 Fed. 275: 2289.
Seasongood v. Fleming, 74 Hun (N. Y.) 639, 26 N. Y. Supp. 831: 789.
Seat v. U. S., 18 Ct. Cl. 458: 2304.
Seaton v. Garrison, 116 App. Div. 301: 711.
v. Grant, L. R. 2 Ch. App. 459: 318.
Seattle Brewing & Malting Co. v. Hansen, 144 Fed. 1011: 871.
Seattle El. Co. v. Seattle, R. & S. Ry. Co., C. C. A., 185 Fed. 365, 372: 69, 931.
Seattle, L. S. & E. Ry. Co. v. Union Tr. Co., C. C. A., 79 Fed. 179: 733, 767, 1267.
Seattle & M. R. Co. v. State, 52 Fed. 594: 81, 1798.
Seaver v. Bigelows, Wall. 208, 18 L. ed. 595: 2443.
Seavey, *Re*, 195 Fed. 825: 2039.
Seavey v. Seymour, 3 Cliff. 439: 1513, 1521.
Seaward v. Dennington, 44 W. R. 696: 1126.
Sebring v. Streyker, 10 Misc. (N. Y.) 289, 30 N. Y. Supp. 1053: 605.
Seccomb v. Wurster, 83 Fed. 856: 344.
Secombe, *Ex parte*, 19 How. 9, 15 L. ed. 565: 1449.
Secombe v. Campbell, 18 Blatchf. 108: 651.
Second Nat. Bank v. New York Silk Mfg. Co., 11 Fed. 532: 1807.
v. New York Silk Mfg. Co., Fed. Cas. No. 12,601a: 147, 1904.
v. Pruett, (Tenn.) 96 S. W. 334: 2180.
Secor, *Re*, 18 Fed. 319: 2168.
Secor v. Singleton, 41 Fed. 725, 726: 764, 773, 774, 776.
v. Toledo, P. & W. R. Co., 7 Biss. 513: 999.
Secretary v. McGarrahan, 9 Wall. 298, 19 L. ed. 579: 1466.
Secretary of Treasury, *Re*, 11 L.R.A. 275, 45 Fed. 396: 1611, 1612.
Security Co. v. Pratt, 64 Fed. 405: 116, 1806.
v. Pratt, 65 Conn. 161, 32 Atl. 396: 1846.
Security Mut. L. Ins. Co. v. Prewitt, 200 U. S. 446, 50 L. ed. 545: 2515.
v. Prewitt, 202 U. S. 246: 1763, 2515.
Security S. & L. Ass'n v. Buchanan, C. C. A., 66 Fed. 799: 320, 500.
Security Tr. Co. v. Black River Nat. Bank, 187 U. S. 211, 47 L. ed. 147: 645, 647, 1575.
v. Sullivan, C. C. A., 77 Fed. 778: 2429.
v. Union Trust Co., 134 Fed. 301: 154, 167, 857.
Security Warehouse Co. v. Am. Exchange Nat. Bank, per Hendrick, J., N. Y. L. J. May 7, 1910: 803.
v. Hand, C. C. A., 143 Fed. 32: 2213, 2281.
Seddon v. Virginia, T. & C. S. R. Co., 1 L.R.A. 108, 36 Fed. 6: 112, 1760, 1837.
Sedgwick v. Cleveland, 7 Paige (N. Y.) 290: 777.
v. Place, 3 N. B. R. 35: 938.
Sedlacek v. Bryan, 192 Fed. 361: 1328.
Seear v. Lawson, 16 Ch. D. 621: 514.
Seeberger v. McCormick, 175 U. S. 274, 44 L. ed. 161: 2406.
Seebold, *Re*, C. C. A., 105 Fed. 910: 2294.

[References are to pages.]

Seeligson's Ex'rs v. Texas Transp. Co., 70 Tex. 198, 7 S. W. 708: 1889, 1891, 1892, 1926.
Seese's Adm'x v. Monongahela River Consol. C. & C. Co., 155 Fed. 507: 2001.
Segee v. Thomas, 3 Blatchf. 11: 589, 611.
Seidenberg v. Davidson, 112 Fed. 431, 432: 878.
Seider, *Re*, 163 Fed. 138: 2149.
Seiferd v. Mulligan, 36 App. Div. (N. Y.) 33: 406.
Seigel v. Cartel, C. C. A., 164 Fed. 691: 2116.
Seitz v. Mitchell, 94 U. S. 580, 24 L. ed. 179: 626, 1059.
Seligman v. Santa Rosa, 81 Fed. 524: 147.
Selkregg v. Hamilton Bros., 144 Fed. 557: 2093.
Sellers v. Bell, C. C. A., 94 Fed. 801: 2078, 2079, 2217, 2248, 2252.
v. Corwin, 5 Ohio, 398, 24 Am. Dec. 301: 1603.
v. Dawson, 2 Dick. 738: 1169.
Selma & M. R. Co. v. Louisiana Nat. Bank, 94 U. S. 253, 24 L. ed. 32: 2521.
Selover v. Sheardown, 73 Minn. 393, 72 Am. St. Rep. 627: 1310.
v. Sheardown, 76 N. W. 50: 1310.
Selover, Bates & Co. v. Walsh, 226 U. S. 112, 57 L. ed. 208, 209.
Selwyn Importing Co., *Re*, 18 Am. B. R. 190: 2210.
Seminole, *Re*, 42 Fed. 924: 1965.
Seminole Securities Co. v. Southern Life Ins. Co., 182 Fed. 85, 96: 423, 425, 844, 954, 955.
Semmes v. Whitney, 50 Fed. 666: 348.
Sena v. Am. Turquoise Co., 220 W. S. 497, 55 L. ed. 559: 1556.
v. U. S., C. C. A., 147 Fed. 485: 2357.
v. U. S., C. C. A., 195 Fed. 244: 1593, 2483.
Seney v. Wabash W. Ry. Co., 150 U. S. 310, 37 L. ed. 1092: 1008.
Senhouse v. Earl, 2 Ves. Sen. 450: 1266.
Senior v. Pierce, 31 Fed. 625, 631: 858.
Senoia Duck Mills, *Re*, 193 Fed. 711: 1233, 2120, 2130, 2177.
Serapis, The, 37 Fed. 436: 1969.
Sere v. Pitot, 6 Cranch, 332, 336, 3 L. ed. 240, 241: 199, 205.
Serensen v. N. P. R. Co., 45 Fed. 407: 1577, 1943.
Sergeant v. Biddle, 4 Wheat. 508, 4 L. ed. 627: 1158.
Serle v. St. Eloy, 2 P. Wms. 386: 715.
Serralles' Succession v. Esbri, 200 U. S. 103, 50 L. ed. 391: 2388.
Servis, *Re*, 140 Fed. 222: 2240, 2243.
Sessions v. Gould, 63 Fed. 1001: 1382.
v. Johnson, 95 U. S. 347, 24 L. ed. 596: 1601.
v. Romadka, 21 Fed. 124, 133: 1264.
v. Romadka, 145 U. S. 29, 36 L. ed. 609: 2167.
Sessler v. Nemcof, 183 Fed. 656: 2032.
Seth v. Chamberlaine, 41 Md. 186: 1885.
Settlemier v. Sullivan, 97 U. S. 444, 24 L. ed. 1110: 400.
Setzer v. Douglass, 91 N. C. 426: 91.
Seventh Nat. Bank v. Shenandoah Iron Co., 35 Fed. 436: 974.
Sewerage and Water Board of New Orleans v. Howard, C. C. A., 175 Fed. 555: 889, 890, 1000.
Sexton v. Dreyfus, 219 U. S. 339, 55 L. ed. 274: 2228.
v. Kessler & Co., 225 U. S. 90: 2177.
v. Seelye, 39 Fed. 705: 1787, 1796.
Sexton Mfg. Co. v. Singer Sewing Mach. Co., C. C. A., 194 Fed. 56: 342.
Seybert v. Pittsburgh, 1 Wall. 272, 17 L. ed. 553: 1568.
Seymour v. Bailey, 66 Ill. 288: 1082.
v. Farmers' L. & T. Co., C. C. A., 128 Fed. 907: 202, 407.
v. Freer, 5 Wall. 822, 18 L. ed. 564: 2480.
v. Freer, 8 Wall. 202, 218, 19 L. ed. 311: 447, 458.
v. Hazard, 1 J. Ch. (N. Y.) 1: 1046.

[References are to pages.]

Seymour v. Phillips & Colby Const. Co., 7 Biss. 460, Fed. Cas. No. 12,689: 143, 351.
v. White Contyn. C. C. A., 92 Fed. 115: 1409.
S. F. Edge. L'd. v. Weigel, (1907), 97 L. T. 447: 702.
Shachter, *Re*, 119 Fed. 1010, 9 Am. B. R. 499: 2116, 2117.
Schackelton v. Baggaley, C. C. A., 170 Fed. 57, 485.
Shady Side, The, 23 Fed. 721: 1965.
Shadwell, V .C., in Crawfoot v. Mander, 9 Sim. 396: 737.
Shaff v. United Surety Co., 142 App. Div. 465, 127 N. Y. Supp. 8: 711.
Shaffer, *Re* 4 Am. B. R. 728: 2259.
Shaffer, *Re* 104 Fed. 982: 2198.
Shaffer, *Re* 124 Fed. 111: 2204, 2205.
Shaffer, *Re* 169 Fed. 724: 2250.
Shaffer & Stern, *Re* 185 Fed. 549: 2112.
Shaffer v. Koblegard Co., C. C. A., 183 Fed. 71: 2141, 2245, 2250, 2288.
v. McCulloch, C. C. A., 192 Fed. 801: 839, 1166.
Shaft v. Phenix Mut. Life Ins. Co., 67 N. Y. 544, 23 Am. Rep. 138: 796, 1836, 1884, 1885.
Shaftoe v. Shaftoe, 7 Ves. 171: 1046.
Shainwald v. Davids, 69 Fed. 701, 703: 588.
v. Lewis, 5 Fed. 510, 6 Sawyer, 585: 101, 596.
v. Lewis, 6 Fed. 766: 481, 904, 941, 1385.
v. Lewis, 8 Fed. 878: 1006, 1022, 1023.
v. Lewis, 69 Fed. 487: 753, 762.
v. Lewis, 108 U. S. 158, 27 L. ed. 691: 101, 1793, 1806.
Shales v. Barrington, 1 P. Wms: 1283.
Shampeau v. Connecticut R. L. Co., 37 Fed. 771: 1425.
v. Lumber Co., 42 Fed. 760: 1430.
Shane v. Butte Electric Ry. Co., 150 Fed. 801: 1844, 1847, 1883, 1918, 1920.
Shanker, *Re*, 138 Fed. 802: 2139, 2245.
Shankwiker v. Reading, 4 McLean, 240: 1147.
Shapiro, *Re*, 106 Fed. 495: 2064.
Shapiro, *Re*, 154 Fed. 673: 2152.
Shapleigh v. Chester El. L. & P. Co., 47 Fed. 848: 1130.
Shappirio v. Goldberg, 192 U. S. 232, 48 L. ed. 419: 24, 2443.
Sharkey v. Port Blakely Mill Co., 92 Fed. 425: 1802, 1812, 1835, 1924.
Sharon v. Hill, 20 Fed. 1: 333.
v. Hill, 22 Fed. 28: 636
v. Hill, 23 Fed. 353: 473.
v. Hill, 24 Fed. 726: 1356, 1357, 1358.
v. Terry, 1 L.R.A. 572, 36 Fed. 337: 35, 151, 655, 753, 755, 756, 860, 1181.
Sharp v. Ashton, 3 V. & B. 144: 921.
v. Carter, 3 Wms. 375, 379, n.: 1386.
v. Pike's Adm'r, 5 B. Mon. (Ky.) 155: 700.
v. U. S., 191 U. S. 341, 353, 48 L. ed. 211, 215: 372.
v. White side, 19 Fed. 150: 1798, 1904.
Sharpe v. Allender, C. C. A., 170 Fed. 589: 2184.
v. Bonham, 224 U. S. 241, 56 L. ed. 747: 105, 111.
Shattuck v. North British & Mercantile Ins. Co., 58 Fed. 609, 7 C. C. A. 386, 19 U. S. App. 215: 1811, 1834, 1840, 1841, 2549.
Shauer v. Alterton, 151 U. S. 607, 617, 38 L. ed. 286, 289: 2545.
Shaver v. Hardin, 30 Fed. 801: 1784, 1792.
v. Pacific Coast Condensed Milk Co., 185 Fed. 316: 1846.
Shaw, *Re*, 112 Fed. 947: 2195.
Re, 146 Fed. 273: 2176.
Re, 172 Fed. 520: 1100, 1701.
v. Bill, 95 U. S. 10, 24 L. ed. 333: 772, 774.
v. Coster, 8 Paige (N. Y.) 339, 35 Am. Dec. 690: 563.
v. Lyman, 79 Fed. 2: 636.
v. Quincy Min. Co., 145 U. S. 444, 453, 36 L. ed. 768, 772: 193.
v. Railroad Co., 100 U. S. 605, 611, 25 L. ed. 757, 758: 420, 989, 1412.
v. Railroad Co., 101 U. S. 557, 25 L. ed. 892: 2506.
v. Rhodes, 2 Russ. 539: 1004, 1005.
v. U. S., 9 Ct. Cl. 301: 2327.

[References are to pages.]

Shaw Stocking Co. v. Mack, 12 Fed. 707, 710: 854, 886, 887.
Shawnee Compress Co. v. Anderson, 209 U. S. 423, 52 L. ed. 865: 18, 461.
Shawnee Milling Co. v. Temple, 179 Fed. 517: 2019.
Shawnee Nat. Bank v. Missouri, K. & T. Ry., 175 Fed. 456: 1758.
Shawnee Sewerage & Drainage Co. v. Stearns, 220 U. S. 462, 55 L. ed. 544: 70.
Shea, *Re*, C. C. A., 126 Fed. 153: 1250.
Shear, *Re*, 188 Fed. 677: 1360.
Shear v. Bolinger (Iowa), 74 Iowa, 757, 37 N. W. 164: 68.
Shearing v. Trumbull, 75 Fed. 33: 95.
Shedd v. Fuller, 36 Fed. 609: 1830.
Sheehan v. Carvalho, 12 App. Div. (N. Y.) 430: 803.
Sheffield v. Duchess of Buckingham, Amb. 586: 1275.
v. Dutchess of Buckingham, Amb. West R. 673: 1275.
v. Dutchess of Buckingham, 1 West, 682: 1264, 1265.
v. Newman, 77 Fed. 789: 456.
Sheffield & B. C. I. & Ry. Co. v. Newman, C. C. A., 77 Fed. 787: 767, 991.
Sheffield Canal Co. v. Sheffield & R. Ry. Co., 1 Phillips, 484: 1401.
Sheffield Car Co. v. Buda Foundry & Mfg. Co., 177 Fed. 713: 880.
v. D'Arcy, C. C. A., 194 Fed. 686: 933.
Sheffield Furnace Co. v. Witherow, 149 U. S. 574, 576, 37 L. ed. 853, 855: 340, 345, 616, 717.
Sheffield Water Works v. Yeomans, L. R. 2 Ch. App. 8: 429, 851.
Sheirburn v. De Cordova, 24 How. 423, 16 L. ed. 741: 1422, 1423.
Shelbourne, The, 30 Fed. 510: 2007.
Shelby v. Bacon, 10 How. 56, 13 L. ed. 326: 2380.
v. Guy, 11 Wheat. 361, 6 L. ed. 495: 1568.
v. Hoffman, 7 Ohio St. 450: 1884, 1888.
v. Hoffman, 7 Ohio St. 451: 133, 1886.
Shelbyville v. Glover, C. C. A., 184 Fed. 234: 935.
Sheldon v. Fortescue Aland, 3 P. Wms. 104, 111: 1417.
v. Gill, 8 How. 441, 449, 450, 12 L. ed. 1147, 1151: 199.
v. Keokuk Northern Line Packet Co., 1 Fed. 789 (9 Biss. 307): 1788, 1799.
v. Keokuk N. L. Packet Co., 8 Fed. 769: 510, 1176.
v. Wabash R. Co., 105 Fed. 785: 1780.
Sheldrick v. Cockroft, 27 Fed. 579: 1851.
Shellebarger v. Oliver, 64 Fed. 306: 1162.
Shelp v. U. S., C. C. A., 81 Fed. 694: 1666, 1722.
Shelton v. Berry, 19 Tex. 154, 70 Am. Dec. 326: 1085.
v. Platt, 139 U. S. 591, 596, 597, 35 L. ed. 273, 276, 277: 326.
v. Tiffin, 6 Howard, 163, 185, 12 L. ed. 387, 397: 126.
v. Van Kleeck, 106 U. S. 532, 27 L. ed. 269: 1406.
Shepard v. Adams, 168 U. S. 618, 42 L. ed. 602: 1422, 1425, 1440, 2361.
v. Tulare, 94 Fed. 1: 1428.
Shepard, *Re*, 3 Fed. 12: 1102.
Shepherd, *Re*, 154 Fed. 957: 1282.
Shepherd v. Baltimore & O. R. Co., 130 U. S. 426, 32 L. ed. 970: 663.
v. Bradstreet Co., 65 Fed. 142: 1783, 1884.
v. Com'rs of Ross County, 7 Ohio, 271: 1388.
v. Morris, 4 Beav. 252: 484.
v. Peffer, 133 U. S. 626, 33 L. ed. 706: 1274.
v. Pepper, 133 U. S. 626, 644, 33 L. ed. 706, 713: 2480.
Shepherds' Heirs v. Young, 1 T. B. Monro (17 Ky. X.) 203: 142.
Sheppard v. Adams, 168 U. S. 618, 42 L. ed. 602: 2362.
v. Akers, 1 Tenn. Ch. 326: 625, 686.
v. Graves, 14 How. 505, 14 L. ed. 518: 133.
v. Lincoln, 184 Fed. 182: 2028.
v. Taylor, 5 Peters, 675, 8 L. ed. 269: 1935.
v. Wilson, 5 How. 210, 12 L. ed. 120: 2399.

[References are to pages.]

Sheppy v. Stevens, 200 Fed. 946: 2422.
Shera, *Re*, 114 Fed. 207: 2140.
Sheridan, *Re*, 98 Fed. 406: 2178.
Sheriff v. Sparks, West, 130: 1266.
v. Turner, 119 Fed. 231: 37.
v. Turner, 119 Fed. 782: 382.
Sherman, *Re*, 49 Fed. 224: 314.
Sherman, *Re*, 124 U. S. 364, 31 L. ed. 423: 1447, 1928.
Sherman v. Nutt, 35 Fed. 149: 894.
v. Southern Pac. Co., 192 Fed. 711: 127.
v. Windsor Mfg. Co., 11 Fed. 852 (19 Blatchf. 314): 1834.
Sherry v. Oceanic S. Nav. Co., 72 Fed. 565: 1580.
v. O. S. N. Co., 72 Fed. 565: 345.
v. Perkins, 147 Mass. 212, 9 Am. St. Rep. 689: 870.
Sherwood v. Hall, Fed. Cas. 12,777: 1971.
v. Newport News & M. Val. Co., (W. D. Tenn.) 55 Fed. 1: 124.
Shevlin's Case, (A. D. 1840): 1645.
Shewalter v. Lexington, 143 Fed. 161: 36.
Sheward v. Sheward, 2 V. & B. 116: 1115.
Shewen v. Vanderhost, 1 Russ. & M. 347: 844.
Shickle v. Foundry Co., 22 Fed. 105: 527.
v. South St. Louis F. Co., 22 Fed. 105: 534.
Shiebler, *Re*, 165 Fed. 363: 2176, 2197, 2200.
Shields v. Barrow, 17 How. 130, 15 L. ed. 158: 331, 431, 432, 444, 485, 486, 561, 699, 722, 821.
v. Boardman, 98 Fed. 455: 61.
v. Coleman, 157 U. S. 168, 39 L. ed. 660: 153, 157, 164, 166, 2364, 2366.
v. McCandish, 73 Fed. 318: 29.
v. McClung, 6 W. Va. 79: 917.
v. Thomas, 17 How. 3, 15 L. ed. 93: 43, 2413.
v. Thomas, 18 How. 253, 259, 15 L. ed. 368, 370: 324, 491, 493, 611.
Shine v. Fox Bros. Mfg. Co., 216 U. S. 609, 54 L. ed. 636: 2376.
Shinn, *Re*, 185 Fed. 990: 2097, 2170.
Shinney v. North American Savings, Loan & Building Co., 97 Fed. 9: 94, 949, 1779, 1780.
Ship Parkman, The, 35 Ct. Cl. 406: 1064.
Shipman v. Ohio Coal Exchange, C. C. A., 70 Fed. 652: 1234, 1565.
Shipp v. Williams, C. C. A., 62 Fed. 4: 103.
Shirk v. City of La Fayette, 52 Fed. 857: 121.
Shirley v. Earl Ferrers, 3 P. Wms. 77: 1114.
v. Waco Tap. R. Co., 13 Fed. 705 (4 Woods, 411): 1807.
Shiver v. State, 41 Fla. 630, 27 So. 36: 1708.
Shivers v. Territory, 13 Okla. 466, 74 Pac. 899: 1705.
Shoe & Leather Reporter, *Re*, C. C. A., 129 Fed. 588: 2289.
Shoecraft v. Bloxham, 124 U. S. 730, 31 L. ed. 574: 199, 200.
Shoemaker, *Re*, 112 Fed. 648, 7 Am. B. R. 437: 2026, 2100.
Shoemaker v. Dayton, etc., R. Co., 10 Ohio Dec. (Reprint) 252, 19 Cinc. L. Bul. 322: 790.
v. Nat. Mech. Bank, 1 Hughes, 101: 918.
v. South. etc. Co., 135 Ind. 471, 22 L.R.A. 332: 898.
Shoesmith, *Re*, C. C. A., 135 Fed. 684: 2085.
Shook v. Dozier, C. C. A., 168 Fed. 867: 840.
v. Rankin, 6 Biss. 477: 1082.
v. Rankin, Fed. Cas. 12,804: 1082.
Short v. Chicago, M. & St. P. Ry. Co., 33 Fed. 114: 190, 191, 1859, 1865, 1866.
v. Chicago, M. & St. P. Ry. Co., 34 Fed. 225, 227: 1865, 1867, 1868.
v. Hepburn, 75 Fed. 113, C. C. A., 252: 93, 636.
v. Columbia, The, C. C. A., 67 Fed. 942: 1983.
Shosbone M. Co. v. Rutter, 177 U. S. 505, 44 L. ed. 864: 88.
Shreve v. Cheesman, C. C. A., 69 Fed. 785: 1581, 2365.
Shreveport v. Cole, 129 U. S. 36, 32 L. ed. 589: 1174.
v. Holmes, 125 U. S. 694, 31 L. ed. 854: 2533, 2544.

[References are to pages.]

Shrewsbury v. U. S., 9 Ct. Cl. 263: 2326, 2351.
Shropshire, Woodliff & Co. v. Bush, 204 U. S. 186, 51 L. ed. 436: 2213.
Shubert v. Woodward, C. C. A., 167 Fed. 47: 933, 935, 936, 2434.
Shubinsky, *Re*, C. C. A., 172 Fed. 332, 97 C. C. A., 116, 22 Am. B. R. 689: 2136.
Shuchardt v. Baggage, 19 How. 239, 15 L. ed. 625: 1937.
Shulthis v. McDougal, 225 U. S. 561, 56 L. ed. 1205: 61, 62, 80.
Shultz v. Sanders, 38 N. J. Eq. 154: 1255.
Shumacher v. St. Louis & S. F. R. Co., 39 Fed. 174: 1939.
Shumaker v. Security Life & Annuity Co. of America, C. C. A. 159 Fed. 112: 2422.
Shumay v. Chicago & I. R. Co., 4 Fed. 385: 1801.
Shute v. Keyser, 149 U. S. 649, 37 L. ed. 884: 2382, 2470.
v. Patterson, C. C. A., 147 Fed. 509, 512: 747.
Shutte v. Thompson, 15 Wall. 152, 21 L. ed. 123: 1143, 1147, 1148.
Shuttleworth v. Laycock, 1 Vern. 245: 1181.
Shutts v. Florida Nat. Bank of Jacksonville, C. C. A., 193 Fed. 1022: 2208.
Shweer v. Brown, 195 U. S. 171, 49 L. ed. 144: 2029.
Sias v. Roger Williams Ins. Co., 8 Fed. 183: 321.
Sibbald v. U. S., 12 Pet. 488, 9 L. ed. 1167: 2533, 2562, 2568.
Sibley v. Sibley, 76 App. Div. (N. Y.) 132, 136: 882.
Sibray v. U. S. ex rel. Kupples, C. C. A., 185 Fed. 401: 1476, 1501.
Sichel v. Raphael, 4 L. T. (N. S.) 114: 1051.
Sickels v. Mitchell, 3 Blatchf. 548: 881.
Sickles v. Borden, 4 Blatchf. 14: 914.
Sidney L. Bauman Diamond Co. v. Hart, C. C. A., 192 Fed. 498: 2087, 2103.
Sidway v. Missouri Land & Live Stock Co., 116 Fed. 381: 111, 405, 441, 1765, 1782, 1820.
Sieber & Trussel Mfg. Co. v. Chicago Finder & File Co., 177 Fed. 439: 534.
Siebert, *Re*, 133 Fed. 781, 13 Am. B. R. 348: 2101, 2127.
Siebold, *Ex parte*, 100 U. S. 371, 25 L. ed. 717: 1476, 1477, 1479.
Sierra v. U. S., 9 Ct. Cl. 224: 2315.
Sieveking v. Behrens, 2 Myl. & Cr. 581: 566.
Sievers, *Re*, 91 Fed. 366, 1 Am. B. R. 117: 2026, 2027, 2098.
Sifford v. Beaty (Ohio), 12 Ohio St. 189: 1789.
Sifford's Case, 5 Am. Law Reg. 659: 1347.
Sigafus v. Porter, C. C. A., 84 Fed. 430, 435, 28 C. C. A. 443: 1533.
v. Porter, C. C. A., 85 Fed. 689: 2381.
Sigel v. Phelps, 7 Sim. 239: 356
Sig. H. Rosenblatt & Co., *Re*, C. C. A., 193 Fed. 638: 2027, 2081, 2083, 2119, 2189.
Siler v. Louisville & Nashville R. R. Co., 213 U. S. 175, 53 L. ed. 753, 29 Sup. Ct. Rep. 451: 67.
Silliman, 38 Misc. (N. Y.) 226: 803.
Silsbury v. Foote, 14 How. 218, 14 L. ed. 394: 1693.
Silsby v. Foote, 1 Blatchf. 445: 676.
v. Foote, 14 How. 18: 676.
v. Foote, 14 How. 218, 220, 14 L. ed. 394, 395: 676, 1551, 1554, 1693, 2553.
v. Foote, 20 How. 290, 15 L. ed. 822: 2459.
Silver v. Bishop of Norwich, 3 Swanst. 112: 975.
v. Holt, 84 Fed. 809: 84.
v. Ladd, 6 Wall. 440, 18 L. ed. 828: 2485.
Silver & Co. v. J. P. Enstis Mfg. Co., 130 Fed. 348: 874.
Silver Spring, The, Fed. Cas. No. 12,858: 2013.
Silverhill v. U. S., 5 Ct. Cl. 610: 2323.
Silverman Bros., *Re*, 101 Fed. 219, 2204.

[References are to pages.]

Silverman, *Re*, C. C. A., 157 Fed. 675: 2253.
Silvey v. U. S., 7 Ct. Cl. 305: 2348.
Silvies River, *Re*, 199 Fed. 495: 1775, 1799.
Simmons, *Re*, 45 Fed. 241: 1511, 1516.
Simmons v. Mutual Reserve Fund Life Ass'n, 114 Fed. 785: 31, 52.
v. Saul, 138 U. S. 439, 34 L. ed. 1054: 323.
v. Sharpe, 138 Ala. 451, 35 So. 415: 1251.
Simms v. Guthrie, 9 Cranch, 19, 25, 3 L. ed. 642, 644: 432, 433, 434, 438.
v. Simms, 175 U. S. 162, 44 L. ed. 115: 2392, 2439, 2509.
Simon, *Ex parte*, 208 U. S. 144, 52 L. ed. 429: 1381, 1476.
Simon, *Re*, 197 Fed. 102: 2170.
Simon, *Re*, 197 Fed. 105: 2227.
Simon v. Am. Tobacco Co., 192 Fed. 662: 628.
v. House, 46 Fed. 317: 26, 35.
v. Southern Ry. Co., C. C. A., 195 Fed. 56: 158, 583, 652, 2572.
Simonds R. M. Co. v. Hathorn Mfg. Co., 83 Fed. 490: 1110.
Simons v. U. S., 19 Ct. Cl. 691: 370.
Simonson, *Re*, 92 Fed. 904: 2076, 2091.
Simonson v. Jordan (S. D. N. Y.) 30 Fed. 721: 1817.
v. Sinsheimer, C. C. A., 95 Fed. 948: 2061, 2062, 2077, 2090.
v. Sinsheimer, C. C. A., 100 Fed. 426: 2062, 2122, 2282.
Simpkins v. Atchison, T. & S. F. Ry. Co., 61 Fed. 999: 1321, 1322.
v. Lake Shore & M. S. R. R., 19 Fed. 802, 21 Blatchf. 554: 1893.
Simplex El. Heating Co. v. Leonard, 147 Fed. 744: 405.
Simpson, *Ex parte*, 15 Ves. 476: 786.
Simpson, *Re*, 36 App. Div. 562, 564: 1032.
Simpson v. Brooks, 3 Blatchf. 156: 1300.
v. First Nat. Bank, C. C. A., 129 Fed. 257: 2358, 2462, 2467, 2478.
v. Fogo, 1 J. & H. 18, 23: 1176.
Simpson v. Moore, 5 Lea (Tenn.) 376: 621.
v. Pennsylvania R. Co., C. C. A., 159 Fed. 423: 1430.
v. Roberts, 35 Ga. 180: 1655.
v. Sadd, 16 C. B. 26: 1186.
v. U. S., C. C. A., 184 Fed. 817: 1727, 1733.
Sims, *Re*, 118 Fed. 356: 2210.
Re, 176, 645: 2097, 2099.
v. Hundley, 6 How. 1, 12 L. ed. 319: 1089, 2554.
v. Schult, 40 Fed. 143: 1320.
v. Sims, Fed. Cas. No. 12,894 (17 Blatchf. 369): 1826.
v. United Wireless Tel. Co., 179 Fed. 540: 168.
Sinclair v. District of Columbia, 192 U. S. 16, 21, 48 L. ed. 322, 325: 1472, 2387, 2390, 2392.
v. James, 1 Dick. 277: 742.
v. Pierce, 50 Fed. 851: 860, 1883, 1888, 1908.
Singer, *Re*, 174 Fed. 208: 1360.
Singer Co. v. Union Co., 1 Holmes, 253, 258: 890.
Singer Manufacturing Co. v. Adams, C. C. A., 185 Fed. 768: 2571.
v. Cramer, 192 U. S. 265, 48 L. ed. 437: 2359.
v. Domestic S. M. Co., 49 Ga. 70, 15 Am. Rep. 674: 896.
v. Wright, 141 U. S. 696, 35 L. ed. 906: 2516.
Singer Sewing Mach. Co. v. Benedict, C. C. A., 179 Fed. 628: 2547.
Singers-Bigger v. Young, C. C. A., 166 Fed. 82, 86: 662, 1332, 2548.
Single v. Scott Paper Mfg. Co., 55 Fed. 553: 194, 346, 595, 1262.
Singleton v. Singleton, 8 B. Monr. (Ky.) 340: 1415.
Sinnot v. First Nat. Bank, 34 App. Div. 161: 1081.
Sinsheimer v. Simonson, C. C. A., 107 Fed. 898: 2027, 2028.
v. United G. W. of Am., 77 Hun (N. Y.), 215: 871.
Sioux City & D. M. Ry. Co. v. Chicago, M. & St. P. Ry. Co., 27 Fed. 770: 109, 112.
Sioux City, O'N. & W. Ry. Co. v. Manhattan Tr. Co., 172 U. S. 612, 43 L. ed. 1187: 2368.

[References are to pages.]

Sioux City & St. P. R. Co. v. U. S., 36 Fed. 610, 612: 1457.
Sioux City T. R. & W. Co. v. Trust Co. of N. Am., C. C. A., 82 Fed. 124: 99, 100.
v. Trust Co. of N. Am., 173 U. S. 99, 43 L. ed. 628: 99, 100, 1570.
Sioux Falls v. Farmers' Loan & Trust Co., C. C. A., 136 Fed. 721, 1573, 1574.
Sioux Falls Nat. Bank v. Swenson, 48 Fed. 621: 47.
Sipperley v. Smith, 155 U. S. 86, 39 L. ed. 79: 2448.
Sir John Napier v. Lady Effingham, 2 P. Wms. 401: 1265.
Sir Page Wood, V. C. in Simpson v. Fogo, 6 Jurist (N. S.), 949: 1176.
Sir William Grant in Wilkins v. Fry, 1 Mer. 244, 262: 402.
Sir William Peel, The, 5 Wall. 517, 18 L. ed. 696: 2010.
Sire v. Berkshire, 185 Fed. 967: 1491.
v. Ellithorpe A. Br. Co., 137 U. S. 579, 34 L. ed. 801: 2440, 2561.
Siren, The, 7 Wall. 152, 19 L. ed. 129: 364, 365, 389, 390.
Sitting, *Re*, 182 Fed. 917: 2146, 2147.
Sizer v. Many, 16 How. 98, 14 L. ed. 861: 2569, 2574.
Skeffington v. ——, 4 Ves. 66: 574, 728.
Skelly v. U. S., 32 Ct. Cl. 227: 2328.
Skerrett's Minors, 2 Hog. 192: 1007.
Skewis v. Barthell, 152 Fed. 534: 2031.
Skiddy v. Atlantic, Miss. & O. R. Co., 3 Hughes, 320, 341: 823, 969, 988.
Skiff v. White, 127 Fed. 175: 363, 401.
Skillern v. May, 6 Cranch, 267, 3 L. ed. 220: 658, 2380, 2565.
Skilton v. Codington, 185 N. Y. 80, 113 Am. St. Rep. 885: 2176.
Skinner, *Re*, 97 Fed. 190: 2251.
Skinner v. Harker, 48 Pac. 648: 407.
v. Harker, 34 Colo. 333: 407, 435.
v. Harris, 98 Fed. 442: 1938.
Skinner & Mounce Co. v. Waite, 155 Fed. 828: 603.
Skottowe v. Oregon Short Line & U. N. Ry. Co., 22 Or. 430, 30 Pac. 222, 16 L.R.A. 593: 80.
Skrine v. Powell, 9 Jur. 1054: 1115.
v. Powell, 15 Sim. 81: 1115.
Skubinsky v. Bodek, C. C. A., (Third Circuit), 172 Fed. 332: 2106.
v. Bodek, C. C. A., 172 Fed. 340: 2105.
Skud v. Tillinghast, C. C. A., 195 Fed. 1: 1005.
Slack v. Walcott, 3 Mason, 508, 512: 756, 757.
Slade v. Massachusetts Coal & Power Co., 188 Fed. 369: 167.
Slater v. Merritt, 75 N. Y. 268: 915.
Slater Tr. Co. v. Randolph-Macon Coal Co., 166 Fed. 171: 439.
Slaughter v. La Compagne Francaises Des. Cables, Telegraphiques, C. C. A., 119 Fed. 588: 655, 1185.
v. Mallet Land & Cattle Co., C. C. A., 141 Fed. 282: 134, 200, 1172.
v. Nashville, C. & St. L. Ry. Co. (Kentucky), 91 S. W. 744, 28 Ky. Law Rep. 1195: 1782.
Slaughter House Cases, 10 Wall. 273, 19 L. ed. 915: 856, 1138, 2489, 2492.
Slausen, *Ex parte*, 73 Fed. 666: 1644.
Slavens v. No. Pac. Ry. Co., C. C. A., 97 Fed. 255: 1087.
Slavers, The, 2 Wall. 383, 17 L. ed. 911: 2532.
Sleicher v. Pullman Co., 170 Fed. 365: 584, 585.
Slessinger v. Buckingham, 17 Fed. 454: 626, 894.
Slingluff, *Re*, 106 Fed. 154: 2160.
Slingsby v. Hale, 1 Ch. Cas. 122: 1403.
Sloan, *Re*, 135 Fed. 873: 2218, 2220, 2221.
v. Mitchell, C. C. A., 72 Fed. 89: 1339.
v. U. S., 193 U. S. 614, 48 L. ed. 814: 59, 2372.
Sloane v. Anderson, 117 U. S. 275, 6 Sup. Ct. 730, 29 L. ed. 899: 1760, 1792, 1803.
v. Martin, 77 Hun, 249: 480, 576.

[References are to pages.]

Slocum v. Western Assur. Co., 42 Fed. 235: 1939, 1940.
v. N. Y. Life Ins. Co., 228 U. S. 364, 57 L. ed. —: 1551, 1553. 1603. 2542.
v. U. S., 35 Ct. Cl. 485: 370.
Sloo v. Law, 3 Blatchf. 459: 846.
Sloss I. & S. Co. v. South Carolina & G. R. Co., 75 Fed. 106: 1300, 1321, 1322.
Slover v. Coal Creek Coal Co., 113 Tenn. 421, 82 S. W. 1131, 68 L.R.A. 852: 942.
S. L. Watson, The, C. C. A., 118 Fed. 945, 951: 1946, 1982.
Smale v. Mitchell, 143 U. S. 99, 109, 36 L. ed. 90, 93: 2564.
Small v. Atwood, 1 Younge, 407: 426.
v. Northern Pac. R. Co., 134 U. S. 514, 33 L. ed. 1006: 2504.
Smalley v. Laugenous, 196 U. S. 93, 49 L. ed. 400: 2218, 2219, 2298.
Smart v. Flood, 49 L. T. 467: 1026.
Smedley v. Smedley, 110 Fed. 255: 1797.
Smellie v. Southern Pac. Co. (N. D. Cal.), 197 Fed. 641: 124.
Smelting Co. v. Kemp, 103 U. S. 666, 26 L. ed. 313: 2525.
Smith, *Ex parte*, 1 Atk. 139: 1085.
Smith, *Ex parte*, 3 McLean 121, 22 Fed. Cas. No. 12,968: 1644.
Smith, *Re*, 9 Fed. 592: 2169.
Re, 13 Fed. 25: 1703, 1736.
Re, 16 Fed. 465: 2243, 2245.
Re, 93 Fed. 791: 2145, 2219.
Re, 96 Fed. 832: 2218.
Re, 100 Fed. 795: 2111, 2169.
Re, 108 Fed. 39: 2276.
Re, 112 Fed. 509: 2140.
Re, 113 Fed. 993: 2093, 2098.
Re, 117 Fed. 961: 2088.
Re, 121 Fed. 1014: 2101, 2159.
Re, 176 Fed. 426: 2059, 2178.
Re, 185 Fed. 983: 1369
Re, 198 Fed. 876, Misc.: 2176.
v. Adams, 130 U. S. 167, 32 L. ed. 895: 23, 2422, 2439.
v. Akers, 117 U. S. 197, 6 Sup. Ct. 669, 29 L. ed. 888: 1836.
v. Alexander, 146 Fed. 106: 393.
v. Am. Nat. Bank, C. C. A., 89 Fed. 832: 317.
v. Atchison, T. & S. F. R. Co., 64 Fed. 1: 195.
Smith v. Babcock, 3 Sumn. 583, 586: 687, 729, 730.
v. Baker, 1 Ban. & A. 117: 740.
v. Baltimore & O. R. Co., 7 Ohio Dec. 542: 109.
v. Belford, C. C. A., 106 Fed. 658: 2149.
v. Bivens, 56 Fed. 352: 37.
v. Black, 115 U. S. 308, 29 L. ed. 398: 1244.
v. Board County Com'rs Skagit County, 54 Fed. 725: 329.
v. Booth, 110 Fed. 680: 1990.
v. Booth, 112 Fed. 553: 1999, 2000.
v. Booth, C. C. A., 122 Fed. 626, 58 C. C. A. 479: 1490.
v. Boston Elevated Ry. Co., C. C. A., 184 Fed. 387: 1555.
v. Bourbon County, 127 U. S. 105, 32 L. ed. 73: 330, 339.
v. Brownell, Holmes, 467: 1997.
v. Burnham, 2 Sumner, C. C. 612: 484.
v. Canal Boat Wm. L. Norman, 49 Fed. 285: 1954.
v. Chase & Baker Piano Mfg. Co., 197 Fed. 466: 520, 522, 523, 848, 943.
v. Chicago & N. W. Ry. Co., 38 Fed. 321: 1320, 1321.
v. Clarke, 2 Dick. 455: 908.
v. Coleman, 2 Cranch, C. C. 237: 1146.
v. Consumers' C. O. Co., 86 Fed. 359: 99, 437.
v. Cooper, C. C. A., 120 Fed. 230, 56 C. C. A. 578: 2275, 2276.
v. Crosby Lumber Co., 46 Fed. 819, 820: 1860, 1863, 1916.
v. Cummings, 1 Fish. Pat. Cas. 152: 911.
v. Davison, 41 Fed. 172: 1057.
v. Day, 136 Fed. 964: 2571.
v. Day, L. R. 13 Ch. D. 651: 928.
v. Day, 21 Ch. D. 421, 424, 426, 428, 429, 431: 923, 926, 927.
v. Detroit & T. S. L. R. Co., 175 Fed. 506: 62, 188, 191.
v. Earl Brownlow, L. R. 9 Eq. 241: 428, 494.
v. East India Co., 1 Philips, 50: 1123.
v. Farbenfabriken of Elberfeld Co., C. C. A., 197 Fed. 894: 1306.

[References are to pages.]

Smith v. Gale, 137 U. S. 577, 34 L. ed. 792: 2460.
v. Glasgow Ins. Co., C. C. A., 74 Fed. 332: 1176.
v. Green, 37 Fed. 424: 406.
v. Greenhow, 109 U. S. 669, 27 L. ed. 1080: 28, 29, 61.
v. Hakopee, C. C. A., 97 Fed. 974: 1055.
v. Halkyard, 16 Fed. 414: 877.
v. Halkyard, 19 Fed. 602: 1366.
v. Hicks, 5 Wend. (N. Y.) 48: 794.
v. Hitchcock, 226 U. S. 53, 57 L. ed. —: 381.
v. Hopkins, C. C. A., 120 Fed. 921: 2474, 2475, 2477.
v. Horton, 7 Fed. 270: 1833.
v. Hutchison S. B. Co., 110 Mo. 492, 16 L.R.A. 243, 33 Am. St. Rep. 476: 897.
v. Indiana, 191 U. S. 138, 48 L. ed. 125: 2447.
v. Ingersoll Sergeant Rock Drill Co., 7 Misc. (N. Y.) 374, 377: 913, 1201.
v. International Mercantile Co., 154 Fed. 786: 1162.
v. Jackson, 1 Paine, 455: 1453.
v. Jones, 181 Fed. 819: 1551.
v. Jones Lumber & Mercantile Co., 200 Fed. 647: 860.
v. Johnson, 4 Blatchf. 252: 884.
v. Kernochen, 7 How. 198, 12 L. ed. 666: 200, 1568.
v. Kraft, 11 Biss. 340: 843.
v. Lee, 13 Fed. 28: 1650.
v. Life Ass'n of America, 76 Va. 380: 1819.
v. Lyon, 133 U. S. 315, 33 L. ed. 635: 192.
v. Marshall, 2 Atk. 70: 576.
v. McCann, 24 How. 398, 16 L. ed. 714: 1422, 1423.
v. McCullough, 104 U. S. 25, 29, 26 L. ed. 637, 639: 979, 980, 981, 984, 988, 990.
v. McIntyre, 84 Fed. 721: 2499.
v. McKay, 161 U. S. 355, 40 L. ed. 731: 2363, 2366.
v. Means, C. C. A., 148 Fed. 89: 2281.
v. Mottley, C. C. A., 150 Fed. 266: 2216.
v. Muller, 75 Fed. 612: 537.
v. Mutual Life Ins. Co., 158 Fed. 365: 2161.
v. Mutual Life Ins. Co. of N. Y., 178 Fed. 510: 2179.
v. Neufeld, 61 Neb. 699: 2573.
Smith v. New York, New Haven & H. Railroad, 96 Fed. 504: 136, 138.
v. Old Dominion B. & L. Ass'n, 119 N. C. 257: 2180.
v. Packard, 98 Fed. 793, 39 C. C. A. 294: 203.
v. Pittsburgh & W. Ry. Co., 90 Fed. 783, 788: 1939.
v. Potter, 3 Wis. 432: 1058.
v. Rackliffe, C. C. A., 87 Fed. 964: 388.
v. Railroad Co., 99 U. S. 398, 25 L. ed. 437: 324, 348.
v. Redden, 5 Harr. (Del.) 321: 1079.
v. Reeves, 178 U. S. 436, 44 L. ed. 1140: 388, 389, 391.
v. Reid, 134 N. Y. 568: 400.
v. Reynolds, 9 D. C. App. 287, 166 U. S. 717, 41 L. ed. 1186: 895.
v. Richardson, 1 Utah, 194, 1083.
v. Ry. Co., 89 Tenn. 664: 1292.
v. Schwed, 6 Fed. 455 (2 Mc Crary, 441): 909, 1904.
v. Schwed, 9 Fed. 483: 1903.
v. Searle, 14 Ves. 415: 686.
v. Shoemaker, 17 Wall. 630, 21 L. ed. 717: 2557.
v. Simpson, C. C. A., 140 Fed. 712: 2530.
v. Smith, 102 Ala. 516: 501.
v. Smith, L. R. 20 Eq. 500, 504.
v. Speed, 11 Oklahoma, 95, 55 L.R.A. 402: 1355.
v. State, 52 Ala. 407: 1712.
v. St. Louis M. Ins. Co., 2 Tenn. Ch. 599: 684.
v. St. Louis Mut. L. Ins. Co., 2 Tenn. Ch. 605: 616.
v. St. Louis Mut. Life Ins. Co., 2 Tenn. Ch. 656: 113.
v. St. Louis Mut. Life Ins. Co., 3 Tenn. Ch. 350: 1776.
v. Swormstedt, 16 How. 288, 14 L. ed. 942: 426.
v. Taggart, C. C. A., 87 Fed. 94: 955.
v. Thompson, 177 Fed. 721: 413.
v. Township of Au Gres, Michigan, C. C. A., 9 L.R.A. (N. S.) 876, 150 Fed. 257: 1088, 1089.
v. Trabue, 9 Pet. 4, 9 L. ed. 30: 2424.

[References are to pages.]

Smith v. Trafton, 3 Robertson (N. Y.) 709: 790.
v. Travelers' Ins. Co., 73 Fed. 513: 1892.
v. U. S., 5 Pet. 291, 300, 8 L. ed. 130, 133: 1063, 1067.
v. U. S., 19 Ct. Cl. 690: 2331.
v. U. S., 94 97, 24 L. ed. 32: 2532.
v. Vaughan, Ridg. *temp.* Hardw. 251: 1037.
v. Vulcan Iron Works, 165 U. S. 518, 41 L. ed. 810: 933, 2383, 2434.
v. Weeks, C. C. A., 53 Fed. 758: 1560, 2565.
v. Western Union Tel. Co., 79 Fed. 132: 1918.
v. Western Union Tel. Co., 81 Fed. 242: 1297.
v. Whitney, 116 U. S. 167, 176, 29 L. ed. 601, 603: 265, 1442, 1443, 1444, 1445, 2441.
v. Wichita Nat. Bank, 42 L. ed. 1214: 93.
v. Woolfolk, 115 U. S. 143, 29 L. ed. 357: 722, 807.
Smith-Dimmick Lumber Co. v. Teague, 24 South. 4: 1019.
Smith Longbottom & Sons, *Re*, 142 Fed. 291; 2114.
Smith M. P. Co. v. McGroarty, 136 U. S. 237, 34 L. ed. 346: 1576, 2444.
v. Rockingham Power Co., 173 Fed. 923: 1311.
Smith Oyster Co. v. Darbee & Immel Oyster & Land Co., 149 Fed. 555: 343.
Smithers v. Smith (Tex. Civ. App.) 80 S. W. 646; rehearing granted (Sup.) 81 S. W. 283: 54, 1809.
v. Smith (Texas), 81 S. W. 283: 54.
v. Smith, 204 U. S. 632, 633, 51 L. ed. 656: 1172.
Smithson v. Chicago G. W. Ry. Co., 71 Minn. 216, 73 N. W. 853: 1763, 1886.
v. Emmerson, C. C. A., 166 Fed. 96: 2107.
v. Hubbell, 81 Fed. 593: 42.
Smithsonian Institution v. St. John, 214 U. S. 19, 53 L. ed. 892: 2395, 2405.
Smurr v. State, 88 Ind. 501: 592.
Smyth v. Ames, 169 U. S. 466, 42 L. ed. 819: 328, 340, 362, 395, 518.
v. Strader, 12 How. 327, 13 L. ed. 1008: 2464.
Smythe v. New Orleans Land Co., C. C. A., 184 Fed. 892: 1328.
Snavely v. Harkrader, 29 Gratt. (Va.) 112: 510.
Snead v. Scheble, C. C. A., 175 Fed. 570: 448.
v. Sellers, C. C. A., 66 Fed. 371: 98, 121.
Sneed v. McConll, 12 How. 407, 422, 13 L. ed. 1043, 1049: 721, 732.
Snell v. Gregory, 37 Mich. 500: 794.
v. Hyat, 1 Dick. 287: 400.
v. Insurance Co., 98 U. S. 85, 25 L. ed. 52: 321.
Snohomish County Bank v. Puget Sound Nat. Bank, 81 Fed. 518: 12, 82.
Snow, *Ex parte*, 120 U. S. 274, 30 L. ed. 658: 1523.
Snow, *Re*, 120 U. S. 274, 30 L. ed. 658: 1479, 1675.
Snow v. Edwards, 2 Lowell, 273, Fed. Cas. No. 13,145: 1979.
v. Hazlewood, C. C. A., 179 Fed. 182: 2517.
v. Mast, 63 Fed. 623: 557, 1122.
v. Smith, 4 Hughes, 204: 1794.
v. Smith, 88 Fed. 657: 1790, 1791, 1794, 1812.
v. Texas Trunk R. Co., 16 Fed. 1, 4 Woods, 394: 1789, 1790, 1805.
v. U. S., 118 U. S. 346, 347, 30 L. ed. 207, 208: 22, 2386.
Snyder v. A. Floating Dry-Dock, 22 Fed. 685: 1934.
v. DeForest Wireless Telegraph Co. (D. M.), 154 Fed. 142, 145: 694, 698, 822, 1167.
v. DeForest Wireless Telegraph Co., U. S. C. C., E. D. Mo. 1907: 822, 1167.
v. Fiedler, 139 U. S. 478, 35 L. ed. 218: 1088.
v. Free, 114 Mo. 360, 21 S. W. 847: 789.
v. Marks, 109 U. S. 189, 27 L. ed. 901: 327.
v. McCarthy, C. C. A., 197 Fed. 166: 1337.
v. Parezo, 151 App. Div. (N. Y.) 110: 593.
v. Wise, 10 Pa. St. 157: 1079.

[References are to pages.]

Social Register Ass'n v. Murphy, 129 Fed. 148: 1273.
Société Anonyme v. Western Distilling Co., 42 Fed. 96: 1362.
Société Foncière v. Milliken, 135 U. S. 304, 34 L. ed. 208: 1425.
Society v. Shakers v. Watson, C. C. A., 68 Fed. 730: 100.
v. Watson, C. C. A., 77 Fed. 512: 1405.
Soden v. Soden, 13 Ves. 118: 558.
Sohege v. Singer Mfg. Co., Ch. N. J., Nov. 1907: 594, 595.
Sohier v. Williams, 1 Curt. 479: 419.
Sol. Aarons & Co., *Re*, C. C. A., 193 Fed. 646: 2213.
Solomon & Carvel, *Re*, 163 Fed. 140: 2052, 2054.
Solomon v. Bates, 118 N. C. 311, 54 Am. St. Rep. 725, 24 S. E. 478: 496.
v. Davenport, C. C. A., 87 Fed. 378: 1501.
Soloway & Katz, *Re*, 195 Fed. 103: 2030, 2125, 2132, 2136.
Somerville's Ex'rs v. Hamilton, 4 Wheat. 230, 4 L. ed. 558: 2380.
v. French, 1 Cranch, C. C. 474: 1377.
Sonnentheil v. Christian Moerlein Brewing Co., 172 U. S. 401, 43 L. ed. 492: 91, 92, 2375.
Sonstiby v. Keeley, 7 Fed. 447: 1199.
Soper, *Re*, 173 Fed. 116: 2217.
Soudan Mfg. Co., *Re*, C. C. A., 113 Fed. 804: 2279, 2284.
Sorenson v. U. S., C. C. A., 168 Fed. 785: 1742.
Sorkin, *Re*, 166 Fed. 831: 2140.
Sory, *Ex parte*, 12 Pet. 339, 342, 9 L. ed. 1108, 1110: 741.
So. Banking & Loan Ass'n v. Miller, C. C. A., 118 Fed. 369: 955.
v. Carey, C. C. A., 114 Fed. 288: 974.
South Bend v. Hardy, 98 Ind. 577, 583: 1095.
So. Cal. Ry. Co. v. Rutherford, 62 Fed. 796: 872, 900.
So. L. & Tr. Co. v. Benbow, 96 Fed. 514: 2098, 2099.
So. Spring H. G. Min. Co. v. Amador M. G. Min. Co., 145 U. S. 300, 36 L. ed. 712: 2517.
Southard v. Brady, 36 Fed. 560: 1964.
v. Rexford, 6 Cow. (N. Y.) 254, 259: 1095, 1096.
v. Russell, 16 How. 547, 14 L. ed. 1052: 1404, 1405, 1408, 1409.
South Carolina v. Coosaw Min. Co., 45 Fed. 804: 62, 63.
v. Port Royal & A. R. Co., 56 Fed. 333: 59, 71.
v. Port Royal & A. Ry. Co., 89 Fed. 565, 572, 574: 984.
v. Seymour, 153 U. S. 353, 38 742: 2439.
v. Virginia-Carolina Chemical Co., 117 Fed. 727: 60, 61.
v. Wesley, 155 U. S. 542, 39 L. ed. 254: 2445, 2447, 2506.
South Carolina & G. R. Co. v. Carolina C. E. & C. Ry. Co., C. C. A., 93 Fed. 543, 553: 982.
South Chicago Elevator Co. v. United Grain Co., C. C. A., 165 Fed. 132: 2542.
South Dakota v. North Carolina, 192 U. S. 286, 48 L. ed. 448: 0005, 385.
South Dakota Cent. Ry. Co. v. Chicago, M. & St. P. Ry. Co., C. C. A., 141 Fed. 578: 1798, 1799, 1816.
South & N. A. R. Co. v. Railroad Commission of Ala., 171 Fed. 225: 780, 781, 783, 784, 785.
South Penn Oil Co. v. Calf Creek Oil & Gas Co., 140 Fed. 507: 143, 506.
v. Miller, C. C. A., 175 Fed. 729: 443, 636, 1196, 1430.
Southern B. & Tr. Co. v. Folsom, C. C. A., 75 Fed. 929: 165, 171, 666, 859.
Southern Building & Loan Ass'n v. Carey, 117 Fed. 325, 329, 333: 1588, 2571, 2596, 2575.
Southern Cash Reg. Co. v. National Cash Reg. Co., 143 Fed. 700: 24, 26, 29, 475.
Southern Exp. Co. v. City of Ensley, 116 Fed. 756: 41.
v. St. Louis, I. M. & S. Ry. Co., 10 Fed. 210: 901, 929, 1263.
Southern Land & Timber Co. v. Johnson, 156 Fed. 216: 474.

[References are to pages.]

Southern Life Ins. Co. v. Lanier, 5 Fla. 110, 58 Am. Dec. 448: 458.
Southern Pac. Co., *Re*, 155 Fed. 1001, 1011: 1595.
v. Arlington Heights Fruit Co., C. C. A., 191 Fed. 101: 191, 609.
v. Denton, 146 U. S. 202, 36 L. ed. 943: 193, 610.
v. Railroad Commission of California, 193 Fed. 699: 482, 483, 551, 552.
v. Denton, 146 U. S. 202, 209, 36 L. ed. 943, 945: 611, 612, 1428.
v. De Valle Da Costa, C. C. A., 190 Fed. 689: 1053.
v. Hamilton, C. C. A., 54 Fed. 468, 474: 1556, 1592.
v. Harrison, 73 Tex. 103, 11 S. W. 168: 1883, 1884, 1889, 1915.
v. Kelley, C. C. A., 187 Fed. 937: 2556.
v. Rank, C .C. A., 49 Fed. 696: 2554.
v. Stewart, 88 Ga. 13, 13 S. E. 824: 1765, 1815.
v. Temple, 59 Fed. 17: 621.
v. Tomlinson, 163 U. S. 369, 41 L. ed. 193: 1602.
v. U. S., C. C. A., 186 Fed. 737: 2557.
Southern Pacific Co.'s Case, 28 Ct. Cl. 77: 2326.
Southern Pac. R. R. Co. v. California, 118 U. S. 109, 112, 30 L. ed. 103, 104: 56, 59, 68, 1921.
v. City of Oakland, 58 Fed. 50: 899, 901.
v. Goodrich, 57 Fed. 879: 344.
v. Groeck, 68 Fed. 609: 1055.
v. Harrison, 73 Tex. 103, 11 S. W. 168: 1884.
v. Stanley, 49 Fed. 263: 343.
v. Townsend, 62 Fed. 161: 87.
v. U. S., 168 U. S. 1, 42 L. ed. 355: 478, 662, 670, 721.
v. U. S., 183 U. S. 519, 533, 46 L. ed. 307, 314: 662.
v. U. S., C. C. A., 186 Fed. 737: 670.
v. U. S., 200 U. S. 341, 351, 50 L. ed. 507, 511: 1116.
v. Wiggs, 43 Fed. 333: 333.
Southern Pac. T. Co. v. Interstate Commerce Commission, 166 Fed. 134: 1194, 2384.
Southern Pac. T. Co. v. Interstate Commerce Commission, 219 U. S. 498, 55 L. ed. 310: 2517.
Southern Pine Co. v. Ward, 208 U. S. 126, 136: 2358, 2478, 2511.
Southern Plow Co. v. Atlanta Agricultural Works, 165 Fed. 214: 1179.
Southern Realty Investment Co. v. Walker, 211 U. S. 603, 53 L. ed. 346: 134.
Southern Ry. Co. v. Allison, 129 N. C. 336: 135, 136, 139.
v. Allison, 190 U. S. 326, 47 L. ed. 1078: 133, 135, 1887, 1926.
v. Bouknight, C. C. A., 70 Fed. 442: 965, 1228, 1248, 1253.
v. Carnegie Steel Co., 176 U. S. 257, 44 L. ed. 456: 957, 958, 961, 962, 963, 969, 970, 1254.
v. Carson, 194 U S. 136, 24 S. Ct. 609, 48 L. ed. 907: 1821.
v. Chapman Jack Co., 117 Fed. 424: 963.
v. Edwards, 115 Georgia, 1022, 42 S. E. 375: 1783, 1800.
v. Ensign Mfg. Co., C. C. A., 117 Fed. 417: 962.
v. Hudgins, 107 Georgia, 334, 33 S. E. 442: 1829, 1840, 1883.
v. Greensboro Ice & Coal Co., 134 Fed. 82: 395.
v. Grizzle, 53 S. E. 244, 124 Ga. 735: 1786.
v. King, 160 Fed. 332: 2549.
v. King, 217 U. S. 524, 54 L. ed. 868: 1177, 2395.
v. Machinists' Local Union, 111 Fed. 49: 870, 871.
v. Miller, 217 U. S. 209, 54 L. ed. 732; affirming 59 S. E. 1115: 1794, 1891.
v. North Carolina Corp. Commission, 97 Fed. 513: 72, 77.
v. North Carolina Corp. Com'rs, 104 Fed. 700: 1110.
v. N. C. Corp. Commission, 99 Fed. 162: 1575.
v. North Carolina R. Co., 81 Fed. 595: 388, 393.
v. Postal Tel. Co., C. C. A., 93 Fed. 393: 2424.

[References are to pages.]

Southern R. Co. v. Railroad Commission of Alabama, 196 Fed. 558: 926.
v. Simon, 153 Fed. 234: 858, 859.
v. Simon, 184 Fed. 959: 1212, 1230, 1233.
v. Sittasen (Indiana), 74 N. E. 898: 1769, 1785, 1792.
v. State (Indiana), 72 N. E. 174: 110.
v. St. Louis Hay & Grain Co., C. C. A., 153 Fed. 730: 1563, 1564.
v. Tift, 206 U. S. 428, 51 L. ed. 1124: 550.
v. Townsend, C. C. A., 161 Fed. 310: 1040, 1217, 1244.
Southern Ry. Co. et al. v. United States (Interstate Commerce Commission, Intervener): 302.
v. U. S., (Comm. Ct.) 193 Fed. 664: 298, 550.
Southern Steel Co., *Re*, 169 Fed. 702: 2075.
183 Fed. 498: 2205.
Southey v. Sherwood, 2 Meriv. 435: 886.
South Ottawa v. Perkins, 94 U. S. 260, 24 L. ed. 154: 1197, 1575.
Southside, The, (S. D. N. Y.) 155 Fed. 364: 1996.
South Side Trust Co. v. Watson, C. C. A., 200 Fed. 50: 2204.
Southwark, 128 Fed. 149: 1964.
Southwark and Vauxhall Water Co. v. Quick, 3 Q. B. D. 315: 47 L. J. Q. B. 258: 1126.
Southwest Missouri Light Co. v. City of Joplin, 101 Fed. 23, 33: 327.
Southwestern Bridge & Iron Co., *Re*, 133 Fed. 568: 2042.
Southwestern B. El. L. & P. Co. v. Louisiana El. L. Co., 45 Fed. 893: 913.
Southwestern Telegraph & Telephone Co. v. Robinson, C. C. A., 48 Fed. 769, 1 C. C. A. 91, 2 U. S. App. 148: 1838, 1929.
Southworth v. Adams, 11 Rep. 46: 1771.
v. Morgan, 205 N. Y. 293: 667.
v. Reid, 36 Fed. 451: 1803, 1863, 1866, 1911.
Southy v. Sherwood, 2 Meriv. 435: 847.
Soule v. Chas. 1 Rob. (N. Y.) 222: 1085.
v. Corning, 11 Paige (N. Y.), 412: 1185.
v. U. S., 100 U. S. 8, 11, 25 L. ed. 536, 537: 1068, 1069.
Sowles, *Re*, 41 Fed. 752: 1356.
v. First Nat. Bank of Plattsburgh et al., 133 Fed. 846: 148.
v. Nat. Union Bank, 82 Fed. 139: 1031.
v. Witters, 43 Fed. 700: 1816, 1817.
v. Witters, 46 Fed. 497: 96, 1349.
Spader v. Mural Decoration Mfg. Co., 47 N. J. Eq. 18, 28 E. L. 378: 1028.
Spaeth v. Barney, 22 Fed. 828: 531.
v. Sells, 176 Fed. 797: 744, 799.
Spaetah v. Sells, 176 Fed. 797: 799.
Spafford v. Goodell, 3 McLean, 97: 1379.
Spalding, *Re*, C. C. A., 139 Fed. 244: 2072, 2073.
Spalding, *Re*, C. C. A., 150 Fed. 120: 2092, 2093.
Spalding, *Re*, C. C. A., Second Ct. May, 1905: 178, 2103.
Spalding v. Manasse, 131 U. S. 65, 33 L. ed. 86: 1560.
v. Mason, 161 U. S. 375, 40 L. ed. 738: 2546.
v. People, 2 How. 66, 11 L. ed. 181: 2481.
v. Vilas, 161 U. S. 483, 40 L. ed. 780: 2322.
Spalding Cotton Mills, *Re*, 193 Fed. 554: 2032.
Spangler v. Atchison, T. & S. F. Co. (W. D. Mo.), 42 Fed. 305, 306: 1786, 1801, 1817.
Spanish Consul, The, 1 Ben. 225: 1160.
Sparhawk v. Union P. R. Co., 54 Pa. St. 401: 893.
v. Yerkes, 142 U. S. 1, 35 L. ed. 915: 2167.
Sparkman v. Higgins, 1 Blatchf. 205: 919.
v. Supreme Council American Legion of Honor, 35 S. E. 391, 57 S. C. 16: 1868.
Sparks v. Colson, 109 Ky. 711, 22 Ky. Law Rep. 1369, 60 S. W. 540: 1193.
v. Marsh, 177 Fed. 739: 2184.
v. Weatherby, (Ala.) 58 So. 280: 2172, 2175.

[References are to pages.]

Spaulding v. Evenson, 149 Fed. 913: 26, 36, 427, 475, 1845.
v. Keely, 7 Sim. 377: 908.
v. Tucker, 2 Saw. 50: 1294, 1321, 1324, 1325.
Spear, *Re*, 103 Fed. 779: 2249.
Speare v. Stone, C. C. A., 193 Fed. 375: 715, 1439.
Spearing v. Lynn, 2 Vern. 376: 1392.
Spears, *Ex parte*, 88 Cal. 640, 26 Pac. 608, 22 Am. St. Rep. 341: 1644.
Spechler Bros., *Re*, 185 Fed. 311: 2106.
Specht v. Howard, 16 Wall. 564, 21 L. ed. 348: 1571.
Speckart v. German Nat. Bank, 85 Fed. 12: 417.
v. Schmidt, C. C. A., 190 Fed. 499: 317, 331, 360, 656.
Speckert v. German Nat. Bank, 85 Fed. 12: 93, 1822.
v. German Nat. Bank, C. C. A., 98 Fed. 151: 93.
Speigle v. Meredith, 4 Bliss, 120, South Penn. Oil Co. v. Miller, C. C. A., 175 Fed. 729: 330.
Spencer, *Re*, 40 Fed. 149: 1502.
Spencer v. Duplan Silk Co., 191 U. S. 526, 532, 48 L. ed. 287: 2030, 2032, 2294, 2377, 2384, 2415.
v. Kansas City S. F. Co., 56 Fed. 741: 194, 195, 593.
v. Lapsley, 20 How. 264, 15 L. ed. 902: 2554.
v. Lowe, C. C. A., 198 Fed. 961: 2202.
v. Taylor Creek Ditch Co., C. C. A., 194 Fed. 635: 961, 969, 1042.
v. U. S., C. C. A., 169 Fed. 562: 227.
v. Watkins, C. C. A., 169 Fed. 379: 162.
Spensley v. Janesville Cotton Mfg. Co., 62 Wis. 549, 22 N. W. 574: 1790.
Sperry v. Erie Ry. Co., 6 Blatchf. 425: 631, 633.
Sperry & Hutchinson Co. v. City of Tacoma, 190 Fed. 682: 397.
v. City of Tacoma, 199 Fed. 853: 657, 2405.
v. Mechanics' Clothing Co., 128 Fed. 1015: 919.
v. Pommer, 199 Fed. 309: 445.
Spicer, *Re*, 145 Fed. 431: 2085.
Spicer v. U. S., 5 Ct. Cl. 34: 2351.
Spiers v. Halsted, 74 N. C. 620: 1901.
Spies v. Chicago & E. I. R. Co., 32 Fed. 713: 1915.
v. Illinois, 123 U. S. 131, 31 L. ed. 80: 816, 2399, 2466.
v. Munroe, 35 App. Div. 527, 528: 1085.
Spill v. Celluloid Mfg. Co., 28 Fed. 870: 1300, 1322.
Spittler, *Re*, 151 Fed. 942: 2204.
Spitzer, *Re*, C. C. A., 130 Fed. 879: 1013, 2106.
Spofford, *Re*, 62 Fed. 443: 1111, 1136, 1364.
Spofford v. Kirk, 97 U. S. 484, 24 L. ed. 1032: 2322.
v. Rowan, 6 N. Y. St. Rep. 250: 703.
Spokane Falls & No. Ry. Co. v. Ziegler, 167 U. S. 65, 42 L. ed. 79: 63, 64, 87.
Spokane Valley Land & Water Co. v. Kootenai County, Idaho, 199 Fed. 481: 24.
Spokes v. Grosvener Hotel Co., 2 Q. B. D. 130: 1126.
Spooner v. McConnell, 1 McLean, 337: 329, 866, 894.
Spoor v. Riverside County, 113 Fed. 26: 1337.
Spottiswoode v. Clarke, 2 Phil. 154: 885.
Spragg v. Binkes, 5 Ves: 885.
Spraggins v. County Court of Humphries, 1 Cooke (Tenn.) 160, Fed. Cas. No. 13,246: 1908.
Sprague v. Bramhall-Deane Co., 133 Fed. 738: 530.
v. Jones, 9 Paige (N. Y.), 395: 1393.
Spreckles Sugar Ref. Co. v. McClain, 192 U. S. 397, 48 L. ed. 496: 2374.
Spreen v. Delsignore, 94 Fed. 71: 600.
Spring v. South Carolina Ins. Co., 6 Wheat. 519, 5 L. ed. 320: 2491.
v. South Carolina Ins. Co., 8 Wheat. 268, 5 L. ed. 614: 565.
Spring Co. v. Knowlton, 103 U. S. 49, 26 L. ed. 347: 1907.
Spring Garden Ins. Co. v. Amusement Syndicate Co., C. C. A., 178 Fed. 519: 1220, 1329.

[References are to pages.]

Springer, *Re*, 199 Fed. 294: 2055, 2253.
Springer v. Howes, 69 Fed. 849, 851; approving 115 N. C. 370, 20 S. E. 469: 1890.
v. Lawrence, 21 Atl. 41: 495.
v. Lawrence, 47 N. J. Eq. 461: 495.
v. Odlin, 3 Phil. Rep. 344: 273.
v. Sheets (North Carolina), 115 N. C. 370, 20 S. E. 469: 108, 1804, 1805.
Springfield M. Co. v. Barnard S. Mfg. Co., 81 Fed. 261: 690, 693, 697.
Springfield S. Co. v. Riley, L. R. 6 Eq. 551: 870.
Springfield S. D. & Tr. Co. v. Attica. C. C. A., 85 Fed. 387: 2468.
Springs v. James, 172 Fed. 626: 1426.
Springvile Clity v. Thomas, 166 U. S. 707, 41 L. ed. 1172: 2438.
Sprout, *Ex parte*, 1 Cranch C. C. 424, Fed. Cas. No. 13,267: 1626.
Spruks v. Lackawanna Dairy Co., 189 Fed. 287: 2212.
Springer v. U. S., id. 586, 26 L. ed. 253: 2547.
S. P. Shotter Co. v. Larsen. C. C. A., 134 Fed. 705: 1980.
Spurr v. Scoville, 3 Cushing (Mass.) 578: 595.
v. U. S., 174 U. S. 728, 43 L. ed. 1150, 19 Sup. Ct. 812: 1685.
Squair v. Lookout Mountain Co., 42 Fed. 729: 521.
Squier, *Re*, 165 Fed. 515: 2114.
Squire v. Robertson, 191 Fed. 733: 34.
Srung v. Morton, 182 Fed. 330: 1498.
Stace v. Mabbot, 2 Ves. Sen. 552: 1209.
Stack, *Re*, 200 Fed. 330: 0019, 1608.
Stackhouse v. Zunts. 15 Fed. 481 (4 Woods, 171): 1778.
Stacy v. Farnham, 2 How. Pr. (N. Y.) 26: 1083.
Stadelmann v. White Line Towing Co., 92 Fed. 209: 1848.
Stafford v. Brown, 4 Paige (N. Y.), 360: 814, 1082.
v. Bryan, 2 Paige (N. Y.), 45: 1411.
v. Hightower, 68 Ga. 394: 1815.
Stafford v. Howlett, 1 Paige (N. Y.), 200: 774.
v. Union Bank, 16 How. 135, 14 L. ed. 876: 1448.
v. Union Bank, 17 How. 275, 15 L. ed. 101: 2492.
v. Union Bank, 16 How. 135. 14 L. ed. 876: 2484.
Stahel v. U. S., 26 Ct. Cl. 193: 2324.
Stahl v. Ertel, 62 Fed. 920: 1362, 1371, 1375. 1376.
v. Williams, 52 Fed. 645: 874.
Stainback v. Junk Bros. L. & Mfg. Co., 98 Tenn. 306, 39 S. W. 530: 706.
Staines v. Morris, 1 V. & B. 8: 1281.
Stalker v. Pullman's Palace Car Co., (S. D. Cal.) 81 Fed. 989: 124.
Stallings v. Goodloe, 3 Murph. 159: 1410.
Stanbrough v. Cook, 38 Fed. 369, 3 L.R.A. 490: 1787, 1788, 1798.
v. Griffin, 52 Iowa. 112, 2 N.
Stancampiano, *Ex parte*, 161 Fed. W. 1011: 1833.
164: 2419.
Stand v. Griffith, C. C. A., 135 Fed. 79: 735.
Standard Computing Scale Co. v. Computing Scale Co., C. C. A., 145 Fed. 627: 2541.
Standard Cordage Co., *Re*, 184 Fed. 166: 178, 2040, 2103, 2104.
Standard D. Mfg. Co. v. Nat. Tooth Co., 95 Fed. 291: 85.
Standard El. Co. v. Crane El. Co., C. C. A., 76 Fed. 767, 794: 920, 931.
v. Ramsey, 130 Fed. 151: 731.
Standard Fuller's Earth Co., *Re*, 186 Fed. 578: 2215.
Standard Oak Veneer Co., *Re*, 173 103: 2040.
Standard Oil Co. v. Bell, C. C. A., 82 Fed. 113: 2520.
v. Brown, 218 U. S. 78, 86. 54 L. ed. 944, 945: 2557.
v. Hawkins, 74 Fed. 395. 398, 399, 20 C. C. A. 468. 472, 473, 33 L.R.A. 739: 1184.
v. Missouri, 224 U. S. 270, 285. 56 L. ed. 760, 769: 1659, 1669, 1742.

[References are to pages.]

Standard Oil Co. v. Southern Pac. R. Co., 54 Fed. 521: 829.
v. U. S., 221 U. S. 1, 55 L. ed. 619, 34 L.R.A.(N.S.) 834: 461, 0018.
Standard Paint Co. v. Reynolds, 43 Fed. 304: 874.
Standard Sanitary Mfg. Co. v. U. S., 226 U. S. 20: 1194.
v. U. S., 226 U. S. 20, 57 L. ed. —: 461.
Standard Seale & Foundry Co. v. McDonald, 127 Fed. 709: 412.
Standard Sewing Mach. Co. v. Leslie, C. C. A., 118 Fed. 557: 2571.
v. Kattell, 132 App. Div. (N. Y.) 539: 2254.
Standard Telephone & Electric Co., *Re*, 186 Fed. 586: 2200.
Standard Telephone & Electric, *Re*, 186 Fed. 586: 2199.
157 Fed. 106: 2176.
Standard Typewriter Co. v. Standard Folding Typewriter Sales Co., 187 Fed. 596: 1372.
Standard Varnish Works v. Haydock, C. C. A., 143 Fed. 318: 206, 2214, 2254.
Stande v. Keck: 24 S. E. 227: 497.
Standen v. Edwards, 1 Ves. Jr. 133: 1209.
Standley v. Roberts, C. C. A., 59 Fed. 836. Approved as to this but reversed on another point, 217 U. S. 157, 174, 54 L. ed. 708, 718, 27: 564, 567, 653, 1536, 2423, 2460.
Stanley v. Albany County Sup'rs, 15 Fed. 483: 24, 28.
v. Chicago, R. I. & P. R. Co., 62 Mo. 508: 133, 1834, 1884.
v. Millard, 4 Hill (N. Y.) 50: 794.
v. Robinson, 1 Russ. & M. 527: 631.
v. Schwalby, 147 U. S. 508, 513, 37 L. ed. 259, 261: 366, 383, 384, 647, 828, 2315, 2395.
v. Schwalby, 162 U. S. 255, 272: 365, 366, 2402.
v. Sullivan, 71 Wis. 585, 5 Am. St. Rep. 245: 1386.
Stanley Dollar, The, C. C. A., 160 Fed. 911: 1299.
Stanley H. Miner, The, 172 Fed. 486: 1935.
Stanton v. Ala. & C. R. Co., 2 Woods. 506: 938, 991, 1232
v. Ala. & C. R. Co., 31 Fed. 585: 981, 987, 991, 997.
v. Embrey, 93 U. S. 548, 23 L. ed. 983: 635, 2321.
v. Haskin, 1 MacA. 558, 562: 2321.
v. U. S., 4 Ct. Cl. 456: 2328, 2320.
v. Wilkeson, 8 Benedict, 357, Fed. Cas. No. 13,299: 1341.
Stanwood v. Des Moines Sav. Bank, C. C. A., 178 Fed. 670: 690.
v. Wishard, 134 Fed. 959: 832.
Staples & Hanford Co. v. Lord, C. C. A., 148 Fed. 15: 936.
Stapleton v. Foreign V. Ass'n, 12 W. R. 976: 847.
Stapilton v. Stapilton, 1 Atk. 2: 561.
Stapylton v. Scott, 13 Ves. 425: 556.
Star Ball Retainer Co. v. Klahn, 145 Fed. 834: 1179.
Star Brass Works v. General Elec. Co., C. C. A., 129 Fed. 102: 931.
Starbuck, The, 61 Fed. 502: 1934.
Starcke v. Klein ,C. C. A., 62 Fed. 502: 1450, 2504.
Star Co. v. Madden, C. C. A., 188 Fed. 910: 1590, 1599.
Starten v. Bartholomew, 6 Beav. 143: 357.
Starin, *Re*, (E. D. N. Y.) 124 Fed. 101: 1996.
v. New York, 115 U. S. 248, 257, 29 L. ed. 388, 390: 56, 59, 1784, 1792, 1804, 1921.
v. The John Dillon, 46 Fed. 527: 1964.
Starke, The, 182 Fed. 498: 1277, 1287, 1286.
Starkweather v. Williams, 21 R. I. 55, 41 Atl. 1003: 625.
Starr, *Re*, 56 Fed. 142: 2233.
v. Stark, 1 Saw. 270: 656.
v. U. S., 153 U. S. 614, 625, 38 L. ed. 841: 1557.
Star of the Ocean, The, 34 L. J. Adm. 74: 1994.
State, *Ex parte*, 71 Alabama, 363: 1876, 1877, 1884.

[References are to pages.]

State v. Adams (Ohio), 2 Ohio Dec. 119, 9 Ohio Cir. Ct. R. 21: 1806.
v. Ackerman, 64 N. J. L. 99, 45 Atl. 27: 1712.
v. Allen, 91 Me. 258, 39 Atl. 994: 1709.
v. Applebee, C. C. A., 127 Fed. 1: 841.
v. Barnes, 5 N. D. 350; 65 N. W. 688: 1808, 1815, 1816, 1819.
v. Barrett, 54 Ind. 434: 1710.
v. Blalock, 61 N. C. 242; 12 Cyc. 363: 1712.
v. Bowen (South Carolina), 8 S. C. (8 Rich.) 382: 76.
v. Bradley, 26 Fed. 289: 1921.
v. Brewster, 70 Vermont, 341: 1700.
v. Brooks, 9 Ala. 9: 1708.
v. Brunell, 29 Wis. 435: 12 Cyc. 359: 1707.
v. Buller, 47 Fed. 415: 662.
v. Buralli (Nevada), 71 Pac. 532; 22 Cyc. 239: 1661.
v. Burns, 8 Nev. 251: 1707.
v. Byrd, 41 Mont. 585: 2557.
v. Callicutt, 1 Lea, (Tenn.) 714: 1677.
v. Carter, 49 W. Va. 709, 39 S. E. 611; 12 Cyc. 359: 1708.
v. Circuit Court, 97 Wisc. 1: 1355.
v. Clough, 71 N. H. 594, 53 Atl. 1086, 67 L.R.A. 946: 1644, 1645.
v. Cooper, 96 Ind. 331: 1707.
v. Coosaw Min. Co., 45 Fed. 804, 811: 1813, 1830, 1920.
v. Coughran, 19 South Dak. 271, 103 N. W. 31: 699.
v. Cross, 44 W. Va. 315, 29 S. E. 527: 12 Cyc. 364, 365: 1712.
v. Davis, 12 S. C. 528: 1873.
v. Dayton, 23 N. J. L. 49, 53 Am. Dec. 270: 1704.
v. Deason, 6 Baxt. (Tenn.) 511: 1708.
v. De la Foret, 2 Nott & M. (S. C.) 217: 16.
v. Donlan, 32 Montana, 256, 88 Pac. 244: 1193.
v. Duggan, 15 R. I. 412, 6 Atl. 597: 1708.
v. Dunlap, 65 N. C. 491, 6 Am. Rep. 746: 1877.
State v. Emery, 59 Vt. 84, 7 Atl. 129: 1710.
v. Fairfield County Court of Common Pleas, 15 Ohio St. 377: 1762.
v. Farr (South Carolina), 12 Rich. 24: 1707.
v. Frost, 113 Wis. 623, 89 N. W. 915: 36, 94, 1769, 1845.
v. Gleason, 12 Fla. 190: 1770.
v. Goss, 66 Minn. 291, 68 N. W. 1089: 1644.
v. Hemingway, 69 Miss. 491: 1175.
v. Henning, 3 S. D. 492: 1083.
v. Holmes, 56 Ia. 588, 41 Am. Rep. 121: 810.
v. Hughes (Tennessee), 1 Swan, 261, 12 Cyc. 360: 1707.
v. Keith, 63 N. C. 140: 1712.
v. Knowlton, 70 Me. 200: 1706.
v. Lawrence, 12 Oregon, 297, 22 Cyc. 419: 1704.
v. Ligon, 7 Porter (Ala.) 167: 12 Cyc. 360: 1710.
v. Lorey (South Carolina), 2 Brev. 395: 1707.
v. Malia, 79 Me. 540, 11 Atl. 602: 1710.
v. Mead, 15 R. I. 416, 6 Atl. 867: 1708.
v. Montague (South Carolina), 2 McCord, 257; 12 Cyc. 359, 360: 1707.
v. Morrill, 16 Ark. 384: 1354.
v. Mullen, 35 Iowa, 199: 247.
v. Murray, 47 La. Ann. 1424, 17 South. 832: 1882.
v. Narcarm, 69 N. H. 237, 45 Atl. 744: 1707.
v. Newer (Indiana), 7 Blackf. 307: 1708.
v. O'Connor, 73 S. S. 1041, 96 Tex. 484: 126.
v. Olin, 23 Wis. 309, 319: 1096.
v. Peck, 32 W. Va. 606, 9 S. E. 919: 1904.
v. Phillips, 119 Iowa, 652, 89 N. W. 1092, 94 N. W. 229, 67 L.R.A. 292: 1705.
v. Port Royal & Augusta R. R. Co., 45 S. C. 470, 23 S. E. 363: 61, 158, 165, 169, 1889.
v. Port R. & A. Ry. Co., 84 Fed. 67: 965, 1015.
v. Porter, 76 Kan. 411, 13 L.R.A.(N.S.) 462, 91 Pac. 1073: 916.

[References are to pages.]

State v. Rainey, 74 Mo. 229: 666.
v. Rife, 18 R. I. 596, 30 Atl. 467: 1708.
v. Shepherd (S. C. Mo.), 76 S. W. 79: 1354, 1355.
v. Simas, 25 Nev. 432, 62 Pac. 242: 1705.
v. Southern Pac. Co., 23 Or. 424, 31 Pac. 960: 57, 1883.
v. Strait (Minn.), 102 N. W. 913: 2140.
v. Sullivan, 50 Fed. 593: 1465, 1470, 1473, 1766, 1890.
v. Superior Court, 36 Wash. 81, 78 Pac. 202: 1038.
v. Tiedermann, 10 Fed. 20 (3 McCrary, 399): 1884.
v. Wakeley, 28 Neb. 431, 437: 914.
v. Ward, 64 Me. 545: 1708.
v. Welch, 33 Mo. 33: 1709.
v. Wills, 11 Humphries (Tenn.) 222: 12 Cyc. 360: 1710.
v. Winstrand, 37 Iowa. 110: 1707.
State Bank v. Dodge, 124 U. S. 333, 31 L. ed. 458: 2157.
State Ins. Co. of Missouri, *Ex parte*, 18 Wall. 417, 21 L. ed. 904: 1831.
State Ins. Co., *Ex parte*, 50 Ala. 464: 1888.
State Ins. Co. of Missouri, *Ex parte*, 18 Wall. 417, 21 L. ed. 904: 1832.
State Nat. Bank of Denison v. Eureka Springs Water Co., 174 Fed. 827: 204.
State Nat. Bank of Denison v. Syndicate Co. of Eureka, 178 Fed. 359: 2040.
State Nat. Bank v. Syndicate Co., 178 Fed. 359: 167, 174, 409, 594.
State Railroad Tax Cases, 92 U. S. 575, 617, 23 L. ed. 663, 674: 327, 555, 556, 557, 924, 1568.
State Sav. Ass'n v. Howard, 31 Fed. 433: 126.
State Supreme Court, Manitowoc Malting Co. v. Feuchtwanger, 196 Fed. 506: 1425.
State Trust Co. v. Kansas City, P. & G. R. Co., 110 Fed. 10: 1780.
v. Kansas City P. & G. R. Co., 115 Fed. 367: 145.
State Trust Co. v. Kansas City P. & G. R. Co., 120 Fed. 398: 831, 972, 991.
v. Kansas City P. & G. R. Co., 128 Fed. 129: 509.
v. Kansas City P. & G. R. Co 129 Fed. 455: 959, 970.
v. Nat. Land Imp. & Mfg. Co., 72 Fed. 575: 1023, 1024.
Stateler v. Cal. Nat. Bank, 77 Fed. 43: 1013, 1014.
State of Arkansas v. Kansas & T. Coal Co., 96 Fed. 353: 36, 1904.
State of Florida v. Croom, 226 U. S. 309, 57 L. ed. —: 738, 2408, 2507.
State of Indiana v. Alleghany Oil Co., 85 Fed. 870: 1768.
State of Illinois v. Illinois Cent. R. Co., 33 Fed. 721: 1526, 1770.
State of Kansas v. Meriwether, C. C. A., 171 Fed. 39: 2505.
State of Louisiana v. Garfield, 211 U. S. 70: 382, 443.
State of New Jersey v. Lovell, C. C. A., Third Ct., 179 Fed. 321: 2262.
State of Ohio v. Columbus & Xenia R. Co., 48 Fed. 626: 111.
State of Tennessee v. Quintard, 80 Fed. 829, 835: 1254.
State of West Virginia v. King, 112 Fed. 369: 1764, 1766.
State ex rel. Barker v. Bowen, 8 Rich. (S. C.) 382: 1526.
Basket v. Woodson (Missouri), 64 S. W. 774: 1854.
Coons v. Judge, 23 La. Ann. 29: Stone v. Sargent, 129 Mass. 503: 1886.
Jumel v. Johnson, 29 La. Ann. 399: 1882, 1887, 1926.
Postal Tel. Cable Co. v. Del. & A. Tel. & T. Co., 47 Fed. 633: 1453.
Tillman v. Coosaw Min. Co., 45 Fed. 804, 808, 809: 1917.
Stationary Engineering Co. v. Comerford, 155 Fed. 667, 670: 427.
Staunton v. Wooden, C. C. A., 179 Fed. 61: 799, 2035, 2112.
Stavralm, *Re*, C. C. A., Second Ct., 174 Fed. 330: 2118.
Stead v. Curtis, C. C. A., 191 Fed. 529: 161.

[References are to pages.]

Steamboat Cheeseman, The v. Two Ferry-boats, 2 Bond (U. S.) 363, 5 Fed. Cas. No. 2,633: 1934.
Steamboat Hendrick Hudson, The, 3 Ben. 419, 11 Fed. Cas. No. 6,355: 1934.
Steamboat Planter, The, Newb. Adm. 262: 1948.
Steamer Coquitlam v. U. S., 163 U. S. 346, 41 L. ed. 184: 216.
Spark v. Lee Choi Chunn, 1 Sawyer, 713: 280, 298.
Steam Gauge & Lantern Co. v. McRoberts, 26 Fed. 765: 530, 781.
Steamship Jefferson, The, 215 U. S. 130, 54 L. ed. 125: 1935, 2362, 2366.
Wellesley Co. v. C. A. Hooper & Co., C. C. A., 185 Fed. 733: 1973.
Zodiac, 5 Fed. 220: 1946.
Co. v. Tugman, 106 U. S. 118; St. Louis & St. F. Ry. Co. v. James, 161 U. S. 545, 562, 40 L. ed. 802, 808: 133, 471.
v. Tugman, 160 U. S. 118, 40 L. ed. 362: 1837.
Steam-Tug M. R. Brazos, The, 10 Ben. 435, 17 Fed. Cas. No. 9,898: 1934.
Stearns v. Page, 1 Story, 204, § 184: 650.
Stearns-Roger Mfg. Co. v. Brown, C. C. A., 114 Fed. 939: 934, 935.
Stebbins v. Duncan, 108 U. S. 32, 48, 27 L. ed. 641, 647: 1145, 1375.
v. St. Anne, 116 U. S. 386, 29 L. ed. 667: 488, 493.
Stedman v. Bank of Monroe, C. C. A., 117 Fed. 237: 2179.
Steed & Curtis, *Re*, 107 Fed. 682: 2243.
Steel v. Rathburn, 42 Fed. 300: 201.
v. McNeil, C. C. A., 60 Fed. 105, 8 C. C. A., 512: 1939.
Steele, *Ex parte*, 156 Fed. 854: s. c., 161 Fed. 886: 2124.
Steele, *Ex parte*, 162 Fed. 694: 215, 815, 817, 2124, 2517.
Steele, *Re*, 98 Fed. 78: 2169.
Steele, *Re*, 156 Fed. 853: 215, 815, 817.
Steele, *Re*, 161 Fed. 886: 815, 817.
v. Buel, C. C. A., 104 Fed. 968: 2458.
Steele v. Culver, 211 U. S. 26, 53 L. ed. 74: 118.
Steelman v. Quaker City F. Ins. Co., 10 Pa. Co. Ct. 362: 791.
Steever v. Rickman, 109 U. S. 74, 27 L. ed. 861: 1304.
Stegall v. Thurman, 175 Fed. 813: 1093.
Steiger v. Boon, 4 Fed. 17: 604, 1106.
v. Heidelberger, 4 Fed. 455: 637.
Steigleder v. McQuesten, 198 U. S. 141, 49 L. ed. 986: 1170, 1432.
Stegner v. Blake, 36 Fed. 183: 1137.
Stein, *Re*, 94 Fed. 124: 1217, 2229.
C. C. A., 105 Fed. 749: 2087.
130 Fed. 377: 2084.
C. C. A., 105 Fed. 749: 2059.
v. Bowman, 13 Pet. 209, 10 L. ed. 129: 1074, 1138.
v. Tabor, 31 L. T. 444: 1125.
Stein & Co., *Re*, C. C. A., 127 Fed. 547, 11 Am. B. R. 536: 2054.
Steiner, In *re*, 195 Fed. 299: 1365.
Steiner, *Re*, 195 Fed. 299: 1102, 1360, 1373.
v. Eppinger, C. C. A., 61 Fed. 253: 1090.
v. Marshall, C. C. A., 140 Fed. 710: 2291.
v. Mathewson, 77 Ga. 657: 109 1853.
Steines v. Franklin County, 14 Wall. 15, 22, 20 L. ed. 846, 848: 1399.
Steinkuhl v. York, Fed. Cas. No. 13,356 (2 Flip. 376): 1797.
Steinman v. U. S., C. C. A., 185 Fed. 47: 2566.
Steinmann v. Strimple, 29 Mo. App. 478: 592.
Steinway v. Steinway, 26 N. Y. Supp. 657: 711.
Stelvio, The, 30 Fed. 509: 1959.
Stelling v. Jones Lumber Co., C. C. A., 116 Fed. 261: 2032, 2280.
Stemmler v. McNeill, 102 Fed. 660: 49, 50.
Stephen v. Beall, 22 Wall. 329, 22 L. ed. 786: 438.
v. Cini, 4 Ves. 359: 590.
Stephen Morgan, The, 94 U. S. 599, 24 L. ed. 266: 2532.
Stephens v. Bernays, 44 Fed. 642: 93.

[References are to pages.]

Stephens v. Cherokee Nation, 174 U. S. 445, 481, 43 L. ed. 1041: 2393.
v. Monongahela Bank, 111 U. S. 197, 28 L. ed. 399: 2360.
v. Overstolz, 43 Fed. 771: 341.
v. Phœnix Bridge Co., C. C. A., 139 Fed. 248, 71 C. C. A., 374: 345.
v. Smartt, 172 Fed. 466: 105, 111.
v. St. Louis & S. F. R. Co., 47 Fed. 530: 1905.
Stephenson v. Wilson, 2 Vern. 325: 320.
Stephenson's Adm'r v. Illinois Cent. R. Co., 75 S. W. 260, 25 Ky. Law Rep. 442: 1891, 1919.
Sterling v. Mut. Life Ins. Co., 6 State Rep. (N. Y.) 96: 712.
Sterlingworth Ry. Supply Co., *Re*, 165 Fed. 267: 2026, 2096.
Stern, *Re*, C. C. A., 144 Fed. 956: 2196.
C. C. A., 116 Fed. 604: 2060, 2080, 2204.
v. Jerome H. Remick & Co., 164 Fed. 781: 1438.
v. Louisville Trust Co., C. C. A., 112 Fed. 501: 2186.
v. Paper, 183 Fed. 228: 2175, 2184.
v. U. S., 77 Fed. 607: 314.
v. U. S., C. C. A., 193 Fed. 888: 2116.
Sternaman v. Peck, C. C. A., 80 Fed. 883: 1483.
Sternbach, *Re*, 44 Fed. 413: 314.
Sternbergh v. Duryea Power Co., C. C. A., 161 Fed. 540: 2164.
Sterne & Levi, *Re*, 190 Fed. 70: 2043.
Sterrick v. Pugsley, 11 Flipp. 350: 1083.
Steuer, *Re*, 104 Fed. 976: 2028, 2101, 2102, 2115, 2127.
Steuart v. Gladstone, 10 Ch. D. 644: 476.
Stevends, *Re*, 104 Fed. 323: 2187.
Stevens, *Re*, 104 Fed. 323: 2056, 2187.
v. Bernays, 42 Fed. 488: 1091.
v. Cent. Nat. Bank, 168 N. Y. 560: 1290, 2409.
v. Clark, C. C. A., 62 Fed. 321: 2461.
Stevens v. Cooper, 1 J. Ch. (N. Y.) 425, 7 Am. Dec. 499: 1060, 1111.
v. Davison, 18 Grat. (Va.) 819, 98 Am. Dec. 692: 975.
v. Fuller, 136 U. S. 468, 478, 34 L. ed. 461, 463: 1380, 1483.
v. Grand Cent. Min. Co., C. C. A., 133 Fed. 28: 646.
v. Guppy, 1 Turn. & Rus. 178: 1417.
v. Mo., K. & T. Ry. Co., 104 Fed. 934: 1139.
v. Nave-McCord Mercantile Co., C. C. A., 150 Fed. 71: 2062, 2192, 2261, 2282, 2283, 2284, 2285, 2286, 2291.
v. Nichols, 130 U. S. 230, 9 Sup. Ct. 518, 32 L. ed. 914: 1836.
v. Phœnix Ins. Co., 41 N. Y. 149: 139, 1884.
v. Richardson, 9 Fed. 191, 193 (20 Blatchf. 53): 1765, 1791, 1795, 1829.
v. Richardson, 20 Blatchf. 53: s. c., 9 Fed. 191: 1853.
v. Sharp, 6 Sawy. 993: 646.
v. Smith, 38 N. Y. App. Div. 119, 56 N. Y. Supp. 540: 792.
v. Smith, C. C. A., 126 Fed. 706: 415.
v. The Railroads, 4 Fed. 97: 1164, 1165, 1167.
v. Webb, 12 Daly (N. Y.) 88, 4 Civ. Pro. R. (N. Y.) 64: 791.
Stevenson, *Re*, 94 Fed. 110: 2076.
v. Anderson, 2 Ves. & B. 407: 566, 589.
v. Barbour, 140 U. S. 48, 35 L. ed. 338: 2476, 2528, 2530.
v. Fain, 195 U. S. 165, 49 L. ed. 142: 2377.
v. Illinois Cent. R. Co., 192 Fed. 956: 1784, 1785, 1918, 1885.
v. Magowan, 31 Fed. 824: 674.
v. Tennessee Copper Co., 193 Fed. 268: 1584, 1585.
v. Williams, 19 Wall. 572, 22 L. ed. 162: 1827.
Steward, *Re*, 29 Fed. 813: 1136.
Stewart, *Ex parte*, 137 N. Y. 202: 654.

[References are to pages.]

Stewart. In re, (D. C.) 178 Fed. 463, 468: 1184.
193. Fed. 791: 2155, 2167.
C. C. A., 178 Fed. 463: 2216, 2262, 2285.
C. C. A., 179 Fed. 222: 2112, 2214, 2215.
193 Fed. 791: 2270.
v. Brune, C. C. A., 179 Fed. 350: 2557.
v. Chesapeake & Ohio Canal Co., 1 Fed. 361: 558.
v. C. & O. C. Co., 5 Fed. 149: 1202, 1331, 1332.
v. Drasha, 4 McLean, 563: 557, 1122.
v. Dunham, 115 U. S. 61, 29 L. ed. 329: 100, 122, 424, 822, 1900, 2444.
v. Graham, 19 Ves. 313: 1046.
v. Gray, Hemps. 94: 1078.
v. Howard, 15 Barbour (N. Y.) 26: 605.
v. Ingle, 9 Wheat. 526, 6 L. ed. 151: 1472.
v. Justices of St. Clair Co. Court, 47 Fed. 482: 1424, 1438, 1462, 1463.
v. Laberee, C. C. A., 185 Fed. 471: 977, 1003.
v. Masterson, 124 U. S. 493, 31 L. ed. 507: 2480.
v. Masterson, 131 U. S. 151, 33 L. ed. 114: 1056, 2430.
v. Mitchell, 172 Fed. 905: 111.
v. Mordecai (Georgia), 40 Ga. 1, 2 Am. Rep. 555: 1791.
v. Morris, C. C. A., 88 Fed. 461: 1090.
v. Salamon, 97 U. S. 361, 24 L. ed. 1044: 2571.
v. The Sun, 36 Fed. 307: 1340.
v. Townsend, 41 Fed. 121: 1141, 1146, 1147, 1149.
v. Wisconsin Cent. Ry. Co., 117 Fed. 782: 1273.
v. Wright, C. C. A., 147 Fed. 321: 335.
v. Wyoming C. R. Co., 128 U. S. 383, 390, 32 L. ed. 439, 442: 869, 1595, 1599, 2496.
Stickney v. Wilt, 23 Wallace, 150, 23 L. ed. 50: 2460
Stierle v. Union Railroad Co., 11 Misc. (N. Y.) 124: 803.
Stillman v. Combe, 197 U. S. 436, 49 L. ed. 822: 148, 2365.
Stillwagon v. Baltimore & O. R. Co., C. C. A., 159 Fed. 97: 2423, 2478.
Stillwell-Bierce & Smith-Vaile Co v. Williamston Oil & Fertilizer Co., 80 Fed. 68: 27, 34, 54, 55 .
Stillwell Mfg. Co. v. Phelps, 130 U. S. 520, 32 L. ed. 1035: 1552.
Stimpson v. Rogers, 4 Bltachf. 333: 409.
v. Westchester R. Co., 3 How. 553, 11 L. ed. 722: 1471, 1594, 1599.
Stimson v. United Wrapping Mach. Co. et al., 156 Fed. 298: 192, 206.
Stinson v. Dousman, 20 How. (U. S.) 461, 461, 467, 15 L. ed. 966, 968, 969: 53.
Stirling v. Seattle, R. & S. Ry. Co., 198 Fed. 913: 164, 165, 166.
Stirrat v. Excelsior Mfg. Co., 44 Fed. 142: 528.
Stitt v. Huidekopers, 17 Wall. 384, 21 L. ed. 644: 2506.
Stitzer v. Horsham Tp., 180 Fed. 591: 642, 643, 1586.
Stix v. Keith, 90 Ala. 121, 7 South. 423: 1883, 1890.
Stockbridge v. Phœnix Mut. Life Ins. Co., 193 Fed. 558: 597, 1196.
Stockdale v. Onwhyn, 5 Barn. & Cr. 173: 885.
Stockton v. Baltimore & N. Y. R. Co., 32 Fed. 9, 14: 1760.
v. Bishop, 2 How. 74, 11 L. ed. 184: 2492.
v. Pennsylvania R. Co., 182 Fed. 282: 1941.
Stockton & H. Ry. Co. v. Leeds & Th. Ry. Co., 2 Phil. 666: 896.
Stockton Laundry Case, 26 Fed. 611: 1479.
Stockwell v. Boston & M. R. Co., 131 Fed. 152: 470.
v. U. S., 3 Cliff. 284: 1156.
Stoddard Bros. Lumber Co., *Re*, 169 Fed. 190: 2273.
Stoever, *Re*, 127 Fed. 394: 2199.
Stoffela v. Nugent, 217 U. S. 499, 501, 54 L. ed. 856, 858: 335.
Stoffregan v. The Mexican Prince, 70 Fed. 246: 1968.
Stoker v. Leavenworth, 7 La. 390: 128, 1885.
Stokes, *Re*, 195 Fed. 994: 2116, 2130.

[References are to pages.]

Stokes v. Hoffman House, 46 N. Y. App. D. 120: 1008.
v. Hoffman House, 167 N. Y. 554, 53 L.R.A. 870: 1008.
v. Little, 65 Ill. App. 255: 694, 698.
Stolp, *Re*, 199 Fed. 488: 2115, 2273.
Stommel v. Timbrel, 84 Iowa, 336, 51 N. W. 159: 1876, 1892.
Stone, *Re*, 172 Fed. 947: 2253.
v. Bank of Kentucky, 174 U. S. 799, 43 L. ed. 1187: 72.
v. Chicago, B. & Q. R. Co., 195 Fed. 832: 193.
v. Chisolm, 113 U. S. 302, 28 L. ed. 991: 340.
v. Murphy, 86 Fed. 158: 1955.
v. Palmer, 28 Mo. 539: 1071.
v. Pontiac R. R. Co., N. Y. S. C., County of N. Y., Special Term, April 12, 1905: 951.
v. Sargent, 129 Mass. 503: 1765, 1854.
v. South Carolina, 117 U. S. 430, 6 Sup. Ct. 799, 29 L. ed. 962: 1882, 1884, 1887, 1926.
v. Speare, 175 Fed. 584: 1900.
v. State, 117 U. S. 430, 6 Sup. Ct. 799, 29 L. ed. 962: 1802.
v. U. S., C. C. A., 64 Fed. 667: 1551.
v. U. S., 167 U. S. 178, 42 L. ed. 127: 669.
v. Williamson, 17 Ill. App. 175: 1083.
v. Wishart, 2 Madd. 64: 1022, 1023.
Stonega Coal & Coke Co. v. Louisville & N. R. Co., 139 Fed. 271: 610.
Stoner v. Ellis, 6 Ind. 152: 1071.
Stonehouse v. Starishaw, Chan. Cal. XXIX: 321.
Stonington, The, 25 Fed. 621: 1986, 2536.
Stonemetz P. M. Co. v. Brown F. M. Co., 46 Fed. 72: 527, 535.
Storck Lumber Co., *Re*, 114 Fed. 360: 2026, 2051.
Storm, *Re*, 102 Fed. 618, 4 Am. B. R. 601: 2051.
v. Territory of Arizona, C. C. A., 170 Fed. 423: 1713.
Storori, *Re*, 63 Fed. 564: 1104.
Storti v. Massachusetts, 183 U. S. 138, 143, 46 L. ed. 120, 124: 1523, 2364.
Story, *Ex parte*, 12 Pet. 339, 9 L. ed. 1108: 2564.
v. Derby, 4 McLean, 160: 884.
v. Holcombe, 4 McLean, 306: 884.
v. J. C. & B. P. P. R. Co., 1 C. E. Green (16 N. J. Eq.), 13, 84 Am. Dec. 134: 896.
v. Livingston, 13 Pet. 359, 10 L. ed. 200: 459, 1230, 1231, 2567.
Stotts, *Re*, 93 Fed. 438: 2273.
Stout, *Re*, 109 Fed. 794: 2203.
v. Rigney, 107 Fed. 545, 46 C. C. A., 459: 122.
Stovall v. Banks, 10 Wall. 583, 19 L. ed. 1036: 1258, 2428.
Stovall Grocery Co., *Re*, 161 Fed. 882: 2067.
Stow v. United Shoe Mach. Co., 202 Fed. 602, 603, 604: 1436.
Stowe v. Santa Fe Pac. R. Co., 117 Fed. 368: 1172.
Stowel v. Zouch, 1 Plowd. 359: 596.
Strachan v. District of Columbia, 20 Ct. Cl. 484: 2312.
Stradley & Co., *Re*, 187 Fed. 285: 2144, 2187.
Strafer v. Carr, 6 Fed. 466: 1298.
Strain v. Gourdin, 2 Woods, 380: 2066.
v. Palmer, C. C. A., 159 Fed. 628: 941, 1014, 1042.
Straine v. Bradford Sav. B. & T. Co., 88 Fed. 571: 164.
Strand v. Griffith, C. C. A., 144 Fed. 828: 149.
Strang v. Edson, C. C. A., 198 Fed. 813: 521, 1005.
v. Richmond, P. & C. R. Co., 93 Fed. 71: 319, 329.
Stranger, The, 1 Brown's Adm. 281: 1092.
Strasburger v. Beecher, 44 Fed. 209: 26, 474, 1846.
Straschnow, *Re*, C. C. A., 181 Fed. 337: 2290.
Stratemeyer, *Re*, 14 Am. B. R. 120: 2274.
Stratton v. Dewey, C. C. A., 79 Fed. 32: 2432.
v. Essex County Park Commission, 164 Fed. 901: 657.
v. Natural Carbonic Gas Co., 189 Fed. 928: 1576.
Straton's Independence, L'd v. Dines, 126 Fed. 968: 740.
Strauder v. West Virginia, 100 U. S. 303, 25 L. ed. 664: 1762.

[References are to pages.]

Strause v. Hooper, 105 Fed. 590, 5 Am. B. R. 225: 2054.
Strauser v. Chicago, B. & Q. R. Co., 193 Fed. 293: 1755.
Strauss, *Re*, C. C. A., 126 Fed. 327, 63 C. C. A. 99: 1644.
v. Abrast Realty Co., 200 Fed. 327: 520.
v. Dilg, 140 App. Div. (N. Y.) 424: 412, 413.
v. Meyer, 22 Fed. 467: 1299, 1329, 1337.
Strawberry Hill v. Chicago, M. & St. P. Ry. Co., 41 Fed. 568: 1183.
Strawbridge v. Curtiss, 3 Cranch, 267, 2 L. ed. 435: 100.
Streat v. Am. Rubber Co., 115 Fed. 634: 473, 1173.
Streat v. Finch, Young & McConville, 154 Fed. 378: 530.
Stretch v. Stretch, 2 Tenn. Ch. 140: 825.
Street v. Ferry, 119 U. S. 385, 30 L. ed. 439: 2444.
v. Gover, 2 . B. D. 498: 702.
v. Md. Cent. Ry. Co., 59 Fed. 25: 989.
v. Street, 1 T. & R. 322: 1046.
Street Grading Dist. No. 60 v. Hagadorn, C. C. A., 186 Fed. 451: 2512, 2547.
Street Grading Dist. No. 60 of Little Rock, Ark. v. Hagadorn, C. C. A., 186 Fed. 451: 945.
Streeter v. Lowe, 184 Fed. 263: 2290.
v. Sanitary District of Chicago, C. C. A., 133 Fed. 124: 1561, 1563.
Stretton v. Rudy, C. C. A., 176 Fed. 727: 1490, 1514.
v. Shaheen, C. C. A., 176 Fed. 735: 1499.
Stribley v. Hawkie, 3 Atk. 275: 330.
Strickland, *Re*, 167 Fed. 867: 2193, 2223.
Strike's Case, 1 Bland (Md.), 57: 843.
Stringfellow v. Cain, 99 U. S. 610, 25 L. ed. 421: 2360.
Streight v. Junk, C. C. A., 59 Fed. 321: 519.
Strobel, *Re*, C. C. A., 160 Fed. 916: 2108, 2278, 2293, 2294.
Re, 163 Fed. 787: 2199, 2200.
Strobel & Wilken Co. v. Knost, 99 Fed. 409: 2067.
Strode v. The Stafford Justices, 1 Brock. 162: 2458.
Stroheim v. Deinell, C. C. A., 77 Fed. 802: 1541.
v. Lewis F. Perry & Whitney Co., C. C. A., 175 Fed. 52: 2060.
Stromberg-Carlson Telephone Mfg. Co. v. Simmons, 199 Fed. 256: 1233.
Strong v. Black (New York), 5 Alb. Law J. 214:
v. U. S., 40 Fed. 183: 378.
v. U. S., 34 Fed. 17: 1625.
Strother v. Lucas, 6 Pet. 763, 8 L. ed. 573: 1422, 1423.
Stroud v. Commonwealth, 19 S. W. 976, 14 Ky. L. Rep. 179: 1705.
Strout v. United Shoe Machinery Co., 195 Fed. 313: 362.
Strowbridge L. Co. v. Crane, 35 N. Y. State Rep. 473 (a designer of Lithographs): 890.
Stryker v. Goodnow, 123 U. S. 527, 31 L. ed. 194: 668.
Stuart v. Bank of Staplehurst, 57 Neb. 569, 78 N. W. 298: 1882.
v. Bank of Staplehurst (Nebraska), 78 N. W. 298: 83.
v. Boulware, 133 U. S. 78, 33 L. ed. 568: 1032, 1034, 1330, 1338, 1339.
v. Easton, 156 U. S. 46, 39 L. ed. 341: 132, 471, 472, 1839.
v. Gay, 127 U. S. 518, 32 L. ed. 191: 1248, 1249, 1253.
v. Hayden, C. C. A., 72 Fed. 402: 692.
v. Holland, 179 Fed. 669: 648.
v. Mellish, 2 Atk. 610: 317.
v. St. Paul, 63 Fed. 644: 619.
v. U. S., 18 Wall. 84, 21 L. ed. 816: 2324.
Stubbs v. Sargon, 3 Beav. 408: 804.
Stucky v. Masonic Sav. Bank, 108 U. S. 74, 27 L. ed. 640: 2184.
Studd v. Action, 1 H. Blackstone, 468: 1378.
Studebaker, *Re*, C. C. A., 127 Fed. 591: 2248.
v. Salina Waterworks Co., 195 Fed. 164: 37, 1845.
Studley v. Boylston Nat. Bank of Boston, C. C. A., 200 Fed. 249: 2182.
Stupp, *Ex parte*, 12 Blatchf. 501: 1470, 1509, 1737.

[References are to pages.]

Stupp, *Re*, 12 Blatchf. 509, 23 Fed. Cas. No. 13,563: 1637.
Stur v. Beck, 133 U. S. 541, 33 L. ed. 761: 2360.
Sturgeon, *Re*, C. C. A., 139 Fed. 608: 2139, 2141.
Sturgeon River Boom Co. v. W. H. Sawyer Lumber Co., 89 Fed. 113: 54, 1845.
Sturgess v. Cary, 2 Curt. 59: 322.
v. Harrold, 18 How. 40, 15 L. ed. 261: 2503.
Sturtevant, *Re*, C. C. A., 188 Fed. 196: 2176.
Sturz v. De la Rue, 5 Russ. 322: 881, 907.
Stutsman County, *Re*, 88 Fed. 337: 1767, 1769, 1775, 1788.
v. Wallace. 142 U. S. 293, 35 L. ed. 1018: 1198.
Stuyvesant, *Re*, 6 N. B. R. 272: 1022.
Styer, *Re*. 98 Fed. 290: 2128, 2154.
Succession of Burnside, 34 La. Ann. 728: 1772.
Succession of Townsend v. Sykes (Louisiana), 38 La. Ann. 410: 1790.
Such v. Bank of State of New York, 127 Fed. 450: 1430.
Suddard v. Am. Motor Co., 163 Fed. 852: 529.
Sugar Creek. P. B. & P. C. Ry. Co. v. McKell, 75 Fed. 34: 1773, 1774. 1798.
Sugden v. Hull, 28 Beav. 263: 925.
v. Magnolia Metal Co., 58 App. Div. (N. Y.) 236: 697.
Sugenheimer, *Re*, 91 Fed. 744: 2146, 2186.
Sugg v. Thornton, 132 U. S. 524, 33 L. ed. 447: 2518, 2519.
Sullivan, *Re*, C. C. A., 148 Fed. 815: 2217, 2218.
Sullivan v. Algrem, C. C. A., 160 Fed. 366: 164, 166.
v. Ayer, 174 Fed. 199: 204.
v. Barnard, 81 Fed. 886: 1780.
v. Beck, 79 Fed. 200: 1571.
v. Judah, 4 Paige (N. Y.) 444: 915.
v. Mussey, C. C. A., 184 Fed. 60: 2221.
v. P. & K. R. Co., 94 U. S. 806, 24 L. ed. 324: 649, 650, 1182.
v. Redfield, 1 Paine, 441: 514, 525, 881, 907.
v. Sheehan, 89 Fed. 247: 998.
Sullivan v. Swain, 96 Fed. 259: 146.
v. Tuck, 1 Md. Ch. 59: 889.
v. Waterman, 21 R. I. 72, 41 Atl. 1006: 794.
Sully, *Re*, 142 Fed. 895: 2271.
Sully, *Re*, C. C. A., 152 Fed. 619: 2156, 2195, 2196.
Sully v. Drennan, 113 U. S. 287, 28 L. ed. 1007: 448.
Sultan, *Re*. 115N. C. 57, 20 S. E. 375, 44 Am. St. Rep. 433, 28 L.R.A. 294: 1643.
Sulzer v. Watson, 39 Fed. 414: 1550, 1565.
Summerlin v. Fronterizac S. M. & M. Co., 41 Fed. 249: 493.
Summers, *Ex parte*, 27 N. C. 169: 1370.
Summers v. White, C. C. A., 71 Fed. 106: 169, 171. 172, 1780.
Sumner, *Re*, 101 Fed. 224: 2196.
Sumter County v. Mitchell, 85 Ala. 313: 497.
Sunberg v. Babcock, 61 Iowa, 601, 16 N. W. 716: 1885, 1886.
Sunderland Bros. v. Chicago, R. I. & P. Ry. Co., 158 Fed. 877: 58, 190, 191.
Sunflower Oil Co. v. Wilson, 142 U. S. 313, 35 L. ed. 1025; 706. 1009.
Sunflower, State Refining Co., *Re*, 183 Fed. 834: 970.
Sun Mut. Ins. Co. v. Mississippi V. Tr. Co., 14 Fed. 699: 1945.
Sunnyside, *Re*, 5 Ben. 162: 1323.
Sun Pr. & Pub. Ass'n v. Edwards. 194 U. S. 377, 48 L. ed. 1027: 472, 1840, 2414.
Sun Pub. Co. v. Lake Erie Asphalt Block Co., C. C. A., 157 Fed. 80: 1595.
Sunseri, *Re*, 156 Fed. 103: 2112.
Superior City v. Ripely, 138 U. S. 93, 34 L. ed. 914: 202, 205.
Supervisors v. Durant, 9 Wall. 736, 19 L. ed. 813: 1465, 1607.
v. Kennicott, 94 U. S. 498, 24 L. ed. 260: 2574.
v. Kennicott, 103 U. S. 554, 26 L. ed. 486: 1566.
v. U. S., 4 Wall. 435, 18 L. ed. 419: 1453.
v. U. S., 18 Wall. 71, 21 L. ed. 771: 1568.
Supreme Lodge of Knights of v. England, 94 Fed. 369, 36 C. C. R. 298: 79.

[References are to pages.]

Supreme Lodge of Knights of Pythias v. England, Rev. St. Wis. 1898, S. 2609a: 48.
Supreme Lodge of Knights of Pythias of the World v. Hill, 76 Fed. 468, 22 C. C. A. 280: 79.
Supreme Sitting, etc., Order v. Baker, 134 Ind. 293, 20 L.R.A. 210: 942.
Surget v. Byers, Hempst. 715: 850.
Susan, The, 3 Ware, 222, Fed. Cas. No. 13,631: 2008.
Susquehanna Coal Co. v. Mayor, etc., of South Amburg, 184 Fed. 941: 655.
Susquehanna & W. V. Railroad & Coal Co. v. Blatchford, 11 Wall. 172, 20 L. ed. 179: 100, 120.
Sussman, *Re*, 183 Fed. 331: 2252.
Re, 190 Fed. 111: 1056, 2252.
Sutherland v. Jersey City & B. R. Co., 22 Fed. 356: 1826, 1867.
v. Pearce, C. C. A., 186 Fed. 783: 1592, 2511.
v. Pearce, C. C. A., 186 Fed. 787: 2458, 2461, 2463, 2483.
v. Round, C. C. A., 57 Fed. 467: 1594.
Sutherland Innes Co. v. American Wired Hoop Co., C. C. A., 113 Fed. 183: 322.
Sutro v. Simpson, 14 Fed. 370, 4 McCrary, 276: 1907.
Sutter Bros. *Re*, (S. D. N. Y.), 131 Fed. 654: 950.
Sutton v. Bancroft, 23 How. 320, 16 L. ed. 454: 2561.
v. Jones, 15 Ves. 584: 1022, 1023.
v. Mandeville, 1 Cranch, C. C. 115: 1152.
Suydam v. Beals, 4 McLean, 12, 15: 615, 616, 617.
v. Broadnax, 14 Pet. 67, 10 L. ed. 357: 348.
v. Smith, 1 Denio (N. Y.) 263: 1831.
v. Truesdale, 6 McLean, 459: 687, 731.
v. Williamson, 6 Wall. 736, 18 L. ed. 972: 1568.
v. Williamson, 20 How. 427, 15 L. ed. 978: 2496.
v. Williamson, 24 How. 427, 16 L. ed. 742: 1568.
S. V. Luckenbach, The, C. C. A., 197 Fed. 888: 1329.
Swaby v. Dickon, 5 Sim. 629: 979.
Swafford v. Templeton, 185 U. S. 487, 491, 46 L. ed. 1005, 1008: 56, 59, 2399.
Swain, *Re*, 194 Fed. 719: 2211.
Swan, *Re*, 150 U. S. 637, 37 L. ed. 1207: 1478, 1479, 1512.
Swan v. Hill, 155 U. S. 394: 2480.
v. Mansfield, C. & L. M. R. Co., 7 Ohio Dec. 669, 4 Wkly. Law. Bul. 898: 1788, 1819.
v. Wiley, Harker & Camp Co., 161 Fed. 236: 1297.
Swan L. & C. Co. v. Frank, 148 U. S. 603, 37 L. ed. 577: 324, 448.
Swan's Case, Foster Cr. C., 104: 1705.
Swann v. Clark, 110 U. S. 602: 28 L. ed. 256: 992.
v. Mutual Reserve Fund Life Ass'n. 116 Fed. 232: 31, 1918.
v. Myers, 79 N. C. 101: 103.
v. Ringgold, 4 Cranch, C. C. 238: 1315.
v. Ringgold, Cranch, C. C. 246: 1318.
v. Wright's Ex'rs, 110 U. S. 590, 28 L. ed. 252: 971, 1254, 2446.
v. Christie Grain & Stock Co., 166 Fed. 338: 580, 587.
v. Fourth Nat. Bank, C. C. A., 117 Fed. 1: 2180, 2189.
v. Hammer, 194 U. S. 441, 24 Sup. Ct. 695: 2210.
v. Siegel, C. C. A., 117 Fed. 13: 2203.
Swartwout, *Ex parte*, 4 Cranch, 75, 97, 2 L. ed. 554, 562: 1473, 1480.
v. N. C. R. Co., 1 Hughes, 17: 392.
Swatzel v. Arnold, Woolw. 338: 727.
Swayze v. Burke, 12 Pet. 11, 9 L. ed. 980: 1422, 1423.
S. W. Brush El. & P. Co. v. La. El. Co., 45 Fed. 893: 879.
Sweeny, *Ex parte*, 1 Pet. 567, 7 L. ed. 265: 1450.
v. Torrence, 11 Pa. Co. Ct. R. 497: 872.
Sweeney, *Re*, C. C. A., 168 Fed. 612: 2213, 2267.
Sweeney v. Carter Oil Co., 199 U. S. 252, 50 L. ed. 178: 192.
v. Coffin, Fed. Cas. No. 13,686 (1 Dill. 73): 1835.

[References are to pages.]

Sweeney v. Grand Island & W. C. R. Co., 61 Fed. 3: 1804.
v. Hanley, C. C. A., 126 Fed. 97, 99: 922.
v. Lomme, 22 Wall. 208, 22 L. ed. 727: 2500.
v. U. S., 5 Ct. Cl. 285: 290: 2352.
v. U. S., 8 Ct. Cl. 134: 2352.
v. U. S., 17 Wall. 75, 21 L. ed. 575: 2352.
Sweet v. Maugham, 11 Sim. 51, 53: 885.
Swensen v. Cunningham, C. C. A., 157 Fed. 753: 1562.
Swift, *Re*, C. C. A., 112 Fed. 315, 321: 2202, 2204.
Re, 114 Fed. 947: 2205.
v. Brownell, Holmes, 467, 472: 1996.
v. Jenks, 19 Fed. 641: 912.
v. Jenks, 29 Fed. 642: 535.
v. Myers, 37 Fed. 37: 576.
v. Phila. & R. R. Co., 58 Fed. 858: 1572, 1893.
v. Tyson, 16 Pet. 1, 10 L. ed. 865: 1199, 1568, 1569, 1571.
Swift Co. v. U. S., 111 U. S. 22, 28 L. ed. 341: 368.
Swift & Co. v. Hoblawetz (Kansas), 61 Pac. 969: 1891.
v. Jones, C. C. A., 145 Fed. 489: 1565.
v. Kortrecht, C. C. A., 112 Fed. 709: 926.
v. U. S., 196 U. S 375, 49 L. ed. 518: 18, 460, 476, 914, 915.
Swift Fertilizer Works v. Okolna Cotton Oil Co., C. C. A., 186 Fed. 158: 2357.
Swinerton v. Oregon Pac. R. Co., 123 Cal. 417, 56 Pac. 40: 158, 170.
Switzer, *Re*, 140 Fed. 976, 15 Am. B. R. 468: 2117.
Switzer v. Henking, C. C. A., 15 L.R. A.(N.S.) 1151, 158 Fed. 784: 2204.
v. Home Ins. Co., 46 Fed. 50: 1299.
Swofford Bros. Dry Goods Co., *Re*, 180 Fed. 549: 2024, 2164.
Swofford Bros. D. G. Co. v. Mills, 86 Fed. 556: 159.
Swope v. Leflingwell, 105 U. S. 3, 26 L. ed. 939: 2518, 2519.
v. Villard, 61 Fed. 417: 523, 1014.
S. W. Va. Imp. Co. v. Frari, C. C. A., 58 Fed. 171: 1596.
Sydney, The, 47 Fed. 260: 1959, 2486, 2493, 2568.
Syers v. Brighton B. Co., 11 L. T. (N.S.) 560: 849, 942.
Sykes, *Re*, 106 Fed. 669: 2076, 2238.
Sykes v. Hastings, 11 Ves. 363: 1023.
v. U. S., 8 Ct. Cl. 330: 2332.
Sylvester, *Re*, 21 Wash. 263, 57 Pac. 829: 1645.
Sylvester v. Boyd, 44 N. E. 343: 497.
v. Boyd, 166 Mass. 445: 497.
Symmes v. Union Tr. Co., 60 Fed. 830: 1251.
Symonds v. Craw, 5 Cowen (N. Y.) 279: 793.
v. Dutchess of Cumberland, 2 Cox, 411: 720.
v. Greene, 28 Fed. 834: 38.
v. St. Louis & S. E. Ry. Co., 192 Fed. 353: 1755.
Syracuse, The, 36 Fed. 830: 1320, 1321.
Syracuse Paper & Pulp Co., *Re*, 164 Fed. 275: 2144, 2147, 2149.
Syracuse Tp. v. Rollins, C. C. A., 104 Fed. 958: 1562.

T.

Tabor v. Indianapolis Journal Newspaper Co., 66 Fed. 423: 349, 1161.
Tacoma v. Wright, 84 Fed. 836: 1861, 1862, 1864.
Tacoma Ry. & Power Co. v. Pacific Traction Co., 155 Fed. 259: 446.
v. Pierce County, 193 Fed. 90: 555.
Taft, *Re*, C. C. A., 133 Fed. 511: 2285, 2291, 2292, 2293.
Taff & Conyers, *Re*, 182 Fed. 899: 2250.
Tait v. U. S., 5 Ct. Cl. 638: 2348.
Talbert v. U. S., 155 U. S. 45, 39 L. ed. 64: 2354, 2361, 2385, 2557.
Talbot v. Sebree's Heirs, 31 Ky. 56: 627.
v. Mason, C. C. A., 125 Fed. 101: 2512.
Talbot J. Taylor & Co. v. Southern Pac. Ry. Co., 122 Fed. 147: 450.
Talbott v. Scott, 4 K. & J. 96: 938.

[References are to pages.]

Talbott & Sons v. Planters5 Oil Co., 12 Tex. Civ. App. 49, 33 S. W. 745: 1886.
Talcott v. Friend, C. C. A., 179 Fed. 676: 1559, 1562, 1567, 2254.
Talley v. Curtain, C. C. A., 54 Fed. 43: 347.
v. Curtain, C. C. A., 58 Fed. 4: 2433.
Talor v. Fisk, 94 Fed. 242: 419.
Talton, *Re*, 137 Fed. 178: 2274, 2275.
Talmadge v. Pell, 7 N. Y. 328: 997.
v. Pell, 9 Paige (N. Y.), 410, 413: 687.
v. Sanitary Security Co., 2 N. Y. App. Div. 43, 37 N. Y. Supp. 177: 792.
Tallman v. B. & O. R. Co., 45 Fed. 156: 575, 1905.
T. A. McIntyre & Co., *Re*, C. C. A., 174 Fed. 627: 2135.
Re, C. C. A 176 Fed. 552: 2198.
Re, C. C. A., 181 Fed. 960: 2217.
Tampa Suburban R. R. Co., *Re*, 168 U. S. 583, 42 L. ed. 589: 811, 931, 933, 1469, 1471, 2434, 2435.
Taner v. Ivie, 2 Ves. Sen. 466: 357.
Tang Tun, *Re*, 161 Fed. 618: 1499, 1500.
Re, C. C. A., 168 Fed. 488: 1498.
v. Edsell, 223 U. S. 673, 682, 56 L. ed. 606: 1489, 1498, 1501, 1520.
Tanner, *Re*, 192 Fed. 572: 2248, 2249.
Tanfield v. Irvine, 2 Russ. 149: 1018.
Taner v. Ivie, 2 Ves. Sen. 466, 468: 1284.
Tappan v. Smith, 5 Biss. 73: 776.
Tappen v. Norman, 11 Ves. 563: 358.
Taplin, *Re*, 135 Fed. 861: 2241.
Tarble's Case, 13 Wall. 397, 20 L. ed. 597: 175, 1481.
Tarlox, *Re*, 185 Fed. 985: 2114.
Tarleton v. Barnes, 2 Keen, 632, 635: 635.
Tarlton v. Briscoe, 1 A. K. Marsh. (Ky.) 67: 1079.
v. Tarleton, 4 M. & S. 20: 654.
Tarr v. Rosenstein, C. C. A., 53 Fed. 112: 2487, 2493.
Tarver v. Ficklin, 60 Ga. 373: 1768.
Tasker v. Small, 3 M. & C. 63, 68: 409.
Tate v. Hamilton, 81 Mich. 221, 45 N. W. 822: 795.
Tatham v. Wright, 2 Russ. & M. 1: 1209.
Taxes & P. Ry. Co. v. Volk, 151 U. S. 73, 38 L. ed. 78: 2561.
Tayloe v. Merchant's Fire Ins. Co., 9 How. 390, 13 L. ed. 187: 316, 318, 558, 889.
Taylor, *Ex parte*, 14 How. 3, 14 L. ed. 302: 1450, 1462.
Taylor, *Re*, C. C. A., 102 Fed. 728: 2049, 2122.
Re, 114 Fed. 607, 7 Am. B. R. 410: 2118.
Re, 118 Fed. 196: 1482.
Re, 182 Fed. 187: 2252.
Re, 188 Fed. 479: 2224, 2237, 2239.
v. Anderson, 197 Fed. 383: 2395.
v. Atlantic G. W. Ry. Co., 57 How. Pr. (N. Y.) 9: 949.
v. Barclay, 2 Simons, 213: 1179, 1195.
v. Beckham, 178 U. S. 548, 44 L. ed. 1187: 2397.
v. Bemiss, 110 U. S. 42, 28 L. ed. 64: 2321.
v. Carryl, 20 How. 583, 15 L. ed. 1028: 151, 155, 1954.
v. Davis, 110 U. S. 330, 335, 28 L. ed. 163, 165: 1007.
v. Decatur, M. & L. Co., 112 Fed. 449: 43, 47, 1196.
v. Easton, C. C. A., 180 Fed. 363, 368: 1020, 1040, 1393, 1405, 1406, 2478, 2496.
v. Fleckenstein, 30 Fed. 99: 1658.
v. Herndon, C. C. A., 194 Fed. 946: 690.
v. Holmes, 14 Fed. 499: 97, 109, 356, 401, 1181, 1183.
v. Holmes, 127 U. S. 489, 32 L. ed. 179: 321, 423, 519.
v. Illinois Cent. R. Co., 89 Fed. 119: 136.
v. Life Ass'n of America, 13 Fed. 493: 1895.
v. Life Ass'n of Am., 3 Fed. 465: 955, 1023, 1025, 1026.
v. Louisville & N. R. Co., 88 Fed. 350, 359: 325, 326, 339.

[References are to pages.]

Taylor v. Luther, 2 Sumner, 228: 628, 1060.
v. Midland Valley R. Co., 197 Fed. 323: 12, 22.
v. Nicholas, 134 App. Div. (N. Y.) 787: 2142.
v. Norfolk & O. V. Ry. Co., C. C. A., 162 Fed. 452: 157.
v. Oldham, Jac. 527: 1022.
v. Person, 2 Hawks (N. C.) 298: 1410.
v. Phila. & R. R. Co., 7 Fed. 377: 968, 988, 989, 995, 1021.
v. Phila. & R. R. Co., 9 Fed. 1021.
v. Philips, 2 Ves. Sen. 23: 1265.
v. Pennsylvania Co., 50 Fed. 755: 1939.
v. Robertson, 27 Fed. 537: 1226, 1234.
v. Rockefeller, Fed. Cas. No. 13,802: 109, 1883.
v. Salmon, 4 Myl. & Cr. 134: 424, 425.
v. Savage, 11 L. ed. 313, 2 How. 395: 2453.
v. Shew, 54 N. Y. 75: 1855, 1856.
v. U. S., 3 How. 197, 11 L. ed. 559: 1081.
v. U. S., 45 Fed. 531: 1310.
v. U. S., 207 U. S. 120, 52 L. ed. 130: 2373.
v. Weir, 162 Fed. 585: 724.
v. Wrench, 3 Ves. 715: 720.
Taylor County Court v. Baltimore & O. R. Co., 35 Fed. 161: 140.
Taylour v. Rochford, 2 Ves. Sen. 281: 406.
Tazewell v. Farmers' Loan & T. Co., 12 Fed. 752: 518.
T. B. Woods Sons Co. v. Valley Iron Works, 166 Fed. 770: 535, 542.
T. B. Wood's Sons Co. v. Valley Iron Works, 198 Fed. 869: 662, 766.
Teal v. Walker, Fed. Cas. No. 13,812: 101, 114.
Teas v. Allbright, 13 Fed. 406: 1911.
Teasdale v. Branton, 2 Hayw. 377: 1529.
Teaser, The, 188 Fed. 721: 1962, 1963, 1966, 1968.
Tebbetts v. U. S., 5 Ct. Cl. 607: 2323.
Tebo, *Re*, 101 Fed. 419, 427: 2124, 2266, 2268.
Teeg v. Suffert, C. C. A., 167 Fed. 125: 2356.
Teese v. Huntington, 23 How. 2, 10, 16 L. ed. 479, 482: 676, 673.
Tefft v. Stern, C. C. A., 74 Fed. 755: 1281, 1574, 2467.
v. Sternberg, 5 L.R.A. 221, 40 Fed. 2: 158, 169, 177.
Tefft, Weller & Co. v. Munsuri, 222 U. S. 114, 56 L. ed. 118: 238, 2295, 2550.
Tegarden v. LeMarchel, 129 Fed. 487: 1422.
Tehan v. First Nat. Bank, 39 Fed. 577: 93.
T. E. Hill Co., *Re*, C. C. A., 148 Fed. 832: 2287.
Re, C. C. A., 159 Fed. 73: 2108, 2110.
Telegram Newspaper Co. v. Commonwealth, 172 Mass. 294, 44 L.R.A. 159, 70 Am. St. Rep. 280: 1355.
Telfer, *Re*, C. C. A., 184 Fed. 224: 2055, 2202.
Teller v. Tonopah & G. R. Co., 151 Fed. 607: 1110.
v. U. S., C. C. A., 113 Fed. 463: 898.
Telluride Power-Transmission Co. v. Rio Grande W. Ry. Co., 175 U. S. 639, 44 L. ed. 305: 89, 90, 2386, 2499.
v. Rio Grande Ry. Co., 51 Pac. 146, 16 Utah, 125: 89, 90.
Tempest v. Ord, 2 Meriv. 55: 979.
Temple v. Smith, 4 Fed. 392, 2 McCrary, 226: 1795.
Temple Pump Co. v. Mfg. Co., 31 Fed. 292: 1366.
Templeton v. Kehler, 173 Fed. 574: 2186.
v. Wollens, C. C. A., 200 Fed. 257: 2179.
Ten Cases v. U. S., 34 Fed. 101: 1080.
Tengwell Co., *Re*, C. C. A., 201 Fed. 82: 1345.
Tennent-Stribling Shoe Co. v. Roper, 94 Fed. 739: 27.
Tennessee v. Bank of Commerce, 152 U. S. 454, 14 S. Ct. 645, 38 L. ed. 511: 1882.
v. Davis, 100 U. S. 257, 264, 25 L. ed. 648, 650: 56, 176, 1761, 1762, 1871, 2380.

[References are to pages.]

Tennessee v. Jackson, 1 L.R.A. 370, 36 Fed. 258: 1483, 1643, 1644.
v. Quintard, 80 Fed. 829: 828, 829, 1245, 1247.
v. Union & Planters' Bank, 152 U. S. 454, 462, 38 L. ed. 511, 514: 60, 61, 1757.
Tennessee Coal, Lumber & Tan-Bark Co. v. Waller, 37 Fed. 545: 1765, 1816, 1819, 1820.
Tennessee ex rel. Maloney v. Condon, 189 U. S. 64, 47 L. ed. 709: 2515.
Tennessee Producer Marble Co. v. Grant, C. C. A., 135 Fed. 322, 14 Am. B. R. 288: 2026, 2039, 2099.
Tenney v. Am. P. Mfg. Co., 96 Fed. 919: 1816.
Terbell v. Lee, 40 Fed. 40: 1249.
Terens, *Re*, 172 Fed. 938: 2250.
Re, 175 Fed. 495: 2055.
Ternanses v. Melsing, C. C. A., 106 Fed. 775: 2431.
Terre Haute & I. R. Co. v. Abend, 9 Ill. App. (9 Bradw.) 304: 1854.
v. Cox, C. C. A., 102 Fed. 825: 966.
v. Evansville & T. H. R. Co., 106 Fed. 545: 1774, 1861, 1866.
v. Struble, 109 U. S. 381, 27 L. ed. 970: 2555.
Terrell, *Re*, 51 Fed. 213, 214: 1480, 1512.
Terrell v. Allison, 21 Wall. 289, 22 L. ed. 634: 1386.
Terrill, *Re*, C. C. A., 144 Fed. 616: 1480.
Territory v. King, 6 Dak. 131, 50 N. W. 623: 1712.
v. Lockwood, 3 Wall. 236, 18 L. ed. 47: 1527.
v. Richardson, 9 Okla. 579, 60 Pac. 244, 49 L.R.A. 440: 1712.
Territory of Hawaii v. Honolulu Rapid Transit & Land Co., Sup. Ct. of Hawaii, January 20, 1908: 460.
Terry, *Ex parte*, 128 U. S. 289, 304, 32 L. ed. 405, 408: 1356, 1369, 1380, 1476, 1480.
Re, 36 Fed. 419: 1356, 1369.
Re, 37 Fed. 649: 1367.
Terry v. Bank of Cape Fear, 20 Fed. 777: 822.
Terry v. Bird, C. C. A., 129 Fed. 592: 2369.
v. Fontaine's Adm'r, 83 Va. 451: 621.
v. Imperial Fire Ins. Co., Fed. Cas. No. 13,838 (3 Dill. 408): 133.
v. Little, 101 U. S. 216, 25 L. ed. 864: 340, 442.
v. McLure, 103 U. S. 442, 26 L. ed. 403: 733, 1200.
v. Naylor, 125 Fed. 804: 1284.
v. Sharon, 131 U. S. 40, 33 L. ed. 94): 2428.
v. Tubman, 92 U. S. 156, 23 L. ed. 537: 442.
Tervin v. State, 37 Fla. 396, 20 So. 551: 1708.
Teschmacher & Mrazay, *Re*, 127 Fed. 728: 2112, 2114.
Tesla El. Co. v. Scott, 101 Fed. 524: 1281, 1326, 1327.
Teter v. Viquesney, C. C. A., 179 Fed. 655: 2025.
Tevis v. Hammersmith, 31 Ind. App. 281, 66 N. E. 79: 521.
v. Palatine Ins. Co., 149 Fed. 560: 1818.
Texarkana Telephone Co. v. Bridges (Arkansas), 86 S. W. 841: 1765.
Texas Co. v. Central Fuel Oil Co., C. A., 194 Fed. 1: 194, 195, 382, 406, 418, 438, 442, 2478.
Texas v. Chiles, 21 Wall. 488, 22 L. ed. 650: 1087.
v. Day, L. & C. Co., 41 Fed. 228: 1768.
v. Day Land & Cattle Co., 49 Fed. 593: 65, 1769, 1788.
v. Lewis, 12 Fed. 1: 116.
v. Palmer, C. C. A., 22 L.R.A. (N.S.) 316, 158 Fed. 705: 157, 158, 164, 166, 169.
v. White, 7 Wall. 700, 741–743, 19 L. ed. 227, 242, 243: 6, 7.
Texas C. C. & Mfg. Ass'n v. Storrow, 92 Fed. 5; 942, 943.
Texas Cotton Products Co. v. Starnes, 128 Fed. 183; affirmed, C. C. A., 133 Fed. 1022: 1891.
Texas Exp. Co. v. Texas & P. Ry. Co., 6 Fed. 426: 899, 901.
Texas Land & Cattle Co. v. Scott, 137 U. S. 436, 11 Sup. Ct. 140, 34 L. ed. 730: 1927, 2519.

[References are to pages.]

Texas & Pac. Ry. Co. v. Anderson, 149 U. S. 237, 37 L. ed. 717: 2571.
v. Barrett, 166 U. S. 617, 41 L. ed. 1136: 63.
v. Bloom, C. C. A., 60 Fed. 979: 2463.
v. Bloom, 85 Tex. 279, 20 S. W. 133: 81, 1813.
v. Bloom's Adm'r, 164 U. S. 636, 643, 41 L. ed. 580, 583: 2357.
v. Caples (Texas), 36 S. W. 516: 61.
v. Cody, 166 U. S. 606, 41 L. ed. 1132: 63, 1845.
v. Cox, 145 U. S. 593, 603, 36 L. ed. 829, 832: 93, 195, 608, 611, 1014, 1595, 1596.
v. Davis (Texas), 54 S. W. 381, 55 S. W. 562: 1886.
v. Davis (Texas), 55 S. W. 562: 1889.
v. Dishman & Tribble (Texas), 85 S. W. 319: 50.
v. Eastin, 214 U. S. 153, 53 L. ed. 946: 1927.
v. Eastin & Knox (Civ. App.), 89 S. W. 440: 1782.
v. Gentry, C. C. A., 57 Fed. 422: 2379, 2535.
v. Gentry, 163 U. S. 353, 363, 41 L. ed. 186, 191: 2374, 2376, 2432, 2443.
v. Griffin, 76 Tex. 441: 1011.
v. Hightower (Texas), 12 Tex. Civ. App. 41, 33 S. W. 541: 64.
v. Howell, 224 U. S. 577, 56 L. ed. 892: 2539.
v. Huber (Texas), 5 S. W. 568: 1891.
v. Huber (Texas), 75 S. W. 547: 81.
v. Humble, C. C. A., 97 Fed. 837: 2554.
v. Humble, 181 U. S. 57, 45 L. ed. 747: 1579.
v. Huron, 164 U. S. 636, 640, 41 L. ed. 580, 582: 1041.
v. Interstate Com. Com., 162 U. S. 197, 204, 40 L. ed. 940, 942: 193.
v. Interstate Tr. Co., 45 Fed. 5: 911.
v. Interstate Tr. Co., 155 U. S. 585, 39 L. ed. 271: 1202.
v. Johnson, 151 U. S. 81, 89, 38 L. ed. 81, 84: 860, 1041.
Texas & Pac. Ry. Co. v. Johnson, 151 U. S. 81, 99, 38 L. ed. 81, 87: 1011, 1016, 2394.
v. Kirk, 111 U. S. 486, 28 L. ed. 481: 2465.
v. Kuteman, 54 Fed. 547: 26, 37, 38, 475, 858, 1178.
v. Maddox (Texas), 63 S. W. 134: 1891.
v. Marshall, 136 U. S. 393, 405, 34 L. ed. 385, 390: 319, 334, 850.
v. McAllister, 59 Tex. 349: 1883.
v. Murphy, 111 U. S. 488, 28 L. ed. 492: 2460, 2483.
v. Nelson, C. C. A., 50 Fed. 418: 1428, 1550.
v. Patton, 61, 2548.
v. Reagan, C. C. A., 118 Fed. 815: 1140.
v. Saunders, 151 U. S. 105, 38 L. ed. 90: 608, 609, 611, 2363.
v. Sheffall, C. C. A., 133 Fed. 722: 1554.
v. So. Pac. Ry. Co., 137 U. S. 48: 2405.
v. Volk, 151 U. S. 73, 38 L. ed. 78: 1599.
v. Watson, C. C. A., 112 Fed. 402: 1145.
v. Watson, 43 S. W. 1060: 79.
v. Wilder, C. C. A., 92 Fed. 953: 1145, 1162.
v. Young (Texas Civ. App.), 27 S. W. 145: 1810.
Texas & St. L. Ry. Co. v. Rust, 17 Fed. 275 (5 McCrary, 348): 319, 1038, 1039, 1904, 1905.
Texas Traction Co. v. Barron G. Collier, C. C. A., 195 Fed. 65: 933, 935.
Texas Transp. Co. v. Seeligson, 122 U. S. 519, 7 Sup. Ct. 1261, 30 L. ed. 1150: 1901.
Thacher v. McWilliams, 47 Ga. 306: 1891.
Thacker Coal & Coke Co. v. Norfolk & Western Ry. Co., 171 Fed. 271: 1280, 1922.
Thackarey v. Farmer of Salem, Gilpin, 524: 1935.
Thackrah v. Haas, 119 U. S. 499, 30 L. ed. 486: 333.
Thales, The, 3 Ben. 327: 1974.
Thatcher v. Gottlieb, C. C. A., 51 Fed. 373: 2571.

[References are to pages.]

Thatcher v. Rankin (N. Y.), 2 How. Pr. (N. S.) 459: 1884.
Thaw, *Re*, C. C. A., 166 Fed. 71: 1513, 2139.
170 Fed. 288: 1475.
180 Fed. 419: 2253.
Thayer v. Life Ass'n, 112 U. S. 717, 28 L. ed. 864: 114, 444.
v. Wales, 5 Fisher's Pat. Cas. 448: 576, 610, 874.
v. Wales, 9 Blatchf. 170: 874.
Theberath v. Rubber & C. H. T. Co., 5 Bann. & A. 584: 712.
Thelusson v. Rendlesham, 7 H. L. C. 429: 1191.
Theodore Connoly, Esq., in N. Y. L. J., June 5, 1890: 1508.
Thiel Detective Service Co. v. McClure, 130 Fed. 55: 160, 347.
Third Av. Sav. Bank v. Dimock, 9 C. E. Green (24 N. J. Eq.) 26: 731.
Third Nat. Bank v. Atlantic City, C. C. A., 130 Fed. 751: 621.
v. Gordon, 53 Fed. 471: 2493.
v. Mylin, 76 Fed. 385: 76, 77.
Third Nat. Bank of Philadelphia v. Nat. Bank of C. V., 86 Fed. 852: 1229.
Third St. & S. Ry. Co. v. Lewis, 79 Fed. 19: 60, 987.
v. Lewis, 173 U. S. 457, 43 L. ed. 766: 2376.
Thomas, In *re*, 3 N. B. R. 7: 921.
35 Fed. 337: 1148, 1218, 1230.
199 Fed. 214: 2164, 2179, 2183.
v. Board of Trustees of Ohio State University, 195 U. S. 207, 25 Sup. Ct. 24, 49 L. ed. 160: 135, 140, 471, 1575, 1837, 1838, 1840.
v. Brigstocke, 4 Russ. 64: 1039.
v. Chicago & C. S. Ry. Co., 37 Fed. 548: 1312.
v. Cincinnati, N. O. & T. P. Ry. Co., 62 Fed. 803, 821: 871, 893, 962, 968.
v. Dawkin, 1 Ves. Jr. 452: 1021.
v. Dickerson, 11 N. Y. Suppl. 436, 33 N. Y. St. 786: 1084.
v. East Tenn., V. & G. Ry. Co., 60 Fed. 7: 981.
v. Great No. Ry. Co., C. C. A., 147 Fed. 83: 1784, 1786, 1800.
v. Green County, C. C. A., 146 Fed. 969: 2450, 2464.
Thomas v. Green County, C. C. A., 159 Fed. 339: 738.
v. Harvie's Heirs, 10 Wheat. 146, 6 L. ed. 287: 1403, 1409.
v. Lloyd, 25 Beav. 620: 1271.
v. Nantahala, M. & T. Co., C. C. A., 58 Fed. 485: 485, 511, 789.
v. National Bank, C. C. A., 106 Fed. 438: 82, 1841.
v. Sugarman, 218 U. S. 129: 1184, 2281.
v. U. S., 15 Ct. Cl. 335: 715, 1439, 2326, 2327, 2328.
v. Western Car Co., 149 U. S. 95, 37 L. ed. 663: 963, 1009.
v. White, 12 Mass. 367: 1278.
v. Woods, C. C. A., 173 Fed. 585: 2280.
v. Wooldridge, 23 Wall. 283, 23 L. ed. 135: 2518.
v. Wooldridge, 23 Wall. 283, 23 L. ed. 135: 2435.
Thomas Deutschle & Co., *Re*, 182 Fed. 430: 2184, 2212.
Thomas G. Plant Co. v. May Mercantile Co., 153 Fed. 229: 888.
Thomas H. El. Co. v. Sperry, 46 Fed. 75: 504, 534.
Thomas Jefferson, The, 10 Wheaton, 428, 6 L. ed. 358: 1935.
Thomas Prosser & Son v. United States, C. C. A., 158 Fed. 971: 1452.
Thomas P. Sheldon, The, 113 Fed. 779: 1952.
Thomas Sherlock, The, 22 Fed. 253: 1964.
Thomasson v. Guaranty Trust Co. of N. Y., C. C. A., 159 Fed. 126: 826.
Thomas & Sons Co. v. El. Porcelain Co., 114 Fed. 407: 1391.
Thompson, *Ex parte*, Flippin, 507: 1479.
Thompson, The, 3 Wall. 155, 18 L. ed. 55: 2012.
Thompson, Ex-Judge S. D., 18 Fed. 70: 1474.
Thompson, *Re*, 102 Fed. 287: 2048.
115 Fed. 924: 2223.
179 Fed. 874: 2136.
197 Fed. 681: 2142.
C. C. A., 128 Fed. 575: 2031.
v. Allen County, 115 U. S. 550, 558, 29 L. ed. 472, 475: 330, 334, 339, 976.

[Reference's are to pages.]

Thompson v. Automatic Fire Protection Co., 197 Fed. 750: 410.
v. Brown, 4 J. Ch. (N. Y.) 619: 904.
v. Butler, 95 U. S. 694, 24 L. ed. 540: 1601, 1602, 2440.
v. Central Ohio R. R. Co., 6 Wall. 134, 18 L. ed. 765: 1899.
v. Chicago, St. P. & K. C. Ry. Co., 60 Fed. 773: 1787, 1811, 1880–1895, 1911.
v. Dixon, 28 Fed. 5: 115, 1805.
v. Fairbanks, 196 U. S. 516, 25 Sup. Ct. 306: 2175, 2176, 2213.
v. Ferry, 180 U. S. 484, 45 L. ed. 633: 2360.
v. Geary, 5 Beav. 131: 917.
v. German Ins. Co., 76 Fed. 892: 93.
v. Goulding, 5 Allen (Mass.), 81: 1393.
v. Judy, C. C. A., 169 Fed. 553: 2256.
v. Kendrick's Lessee, 6 Tenn. (5 Hayw.) 113: 32, 55, 142.
v. Lee County, 3 Wall. 327, 18 L. ed. 177: 1568.
v. Manzy, C. C. A., 174 Fed. 611: 2278, 2281, 2288, 2290.
v. Maxwell, 95 U. S. 391, 24 L. ed. 481: 1402.
v. Maxwell L. G. & Ry. Co., 168 U. S. 451, 42 L. ed. 539: 399, 1411, 2574.
v. Northern Pac. Ry. Co., 93 Fed. 384, 388: 339, 417, 1010, 1273, 1274, 2357.
v. Perrine, 103 U. S. 806, 26 L. ed. 612: 1198, 1569.
v. Perris Irr. Dist., 116 Fed. 769: 1454.
v. Phœnix Ins. Co., 136 U. S. 287, 293, 294, 34 L. ed. 408, 411, 412: 978, 979, 1004, 1938.
v. Pool, 70 Fed. 725: 205.
v. Railroad Co., 6 Wall. 134, 18 L. ed. 765: 336, 348, 1174.
v. Riggs, 5 Wall. 663, 18 L. ed. 704: 1589.
v. Schenectady Ry. Co., 119 Fed. 634: 1416.
v. Schenectady Ry. Co., 124 Fed. 274: 144.
Thompson v. Scott, 4 Dill. 508: 363, 999.
v. Searcy County, 57 Fed. 1030: 201, 1578.
v. Selden, 20 How. 194, 15 L. ed. 1001: 2554.
v. Smith, 2 Bond 320: 1063, 1064, 1218, 1222.
v. Smith, 1 Dill. 458: 1386.
v. Southern Ry. Co., 116 Fed. 890: 25.
v. Stalmann, 139 Fed. 93: 129.
v. State (Tex. Cr. App. 1901), 62 S. W. 919; 12 Cyc. 357: 1708.
v. Thompson, 6 Houston (Del.), 225: 464.
v. Thompson, 226 U. S. 551, 57 L. ed. —: 654, 2438, 2439.
v. Thompson, cited in 1 T. & V. Ch. Pr. 513: 1292.
v. Thompson, 7 Beav. 350: 1164.
v. Took, 1 Dick. 115: 742.
v. Travelers' Ins. Co., C. C. A., 161 Fed. 867: 2358.
v. U. S., 103 U. S. 480, 484, 26 L. ed. 521, 523: 1465, 1466.
v. U. S., C. C. A., 144 Fed. 14: 1733, 1738.
v. U. S., 155 U. S. 271, 39 L. ed. 146: 1557.
v. Ward, 199 Fed. 861: 126, 128, 1084, 1847.
v. Williams, 1 Jones' Eq. (N. C.) 176: 869.
v. Wooster, 114 U. S. 104, 111, 112, 29 L. ed. 105, 107, 108: 656.
Thomson-Houston El. Co. v. Elmira & H. R. Co., 71 Fed. 886: 1284.
v. Jeffrey Mfg. Co., 83 Fed. 614: 1139.
T. H. Thompson Milling Co., *Re*, 144 Fed. 314: 2206.
Thomson v. Dean, 7 Wall. 342, 19 L. ed. 94: 1258, 2428.
v. Eastwood, L. R. 2 App. Cases, 215: 489.
v. Lee County, 3 Wall. 327, 18 L. ed. 177: 1574.
v. Town of Elton, 100 Fed. 145: 201.
v. Wooster, 114 U. S. 104, 119, 120, 29 L. ed. 105, 110: 352, 619, 620, 621, 1895, 2496, 2552.

[References are to pages.]

Thomson v. Worcester, 114 U. S. 104, 119, 29 L. ed. 105, 110: 614.
v. Dallas Con. Tr. Co., 54 Fed. 1001: 340.
Thomson-Houston El. Co. v. Electrose Mfg. Co., 155 Fed. 543: 129, 196, 197, 527, 536.
v. Western El. Co., C. C. A., 158 Fed. 813: 829.
v. Holland, 160 Fed. 768: 1164.
v. Johns Mfg. Co., 105 Fed. 249: 1087.
v. Nassau El. R. Co., C. C. A., 119 Fed. 354: 2516.
v. Sperry El. Co., 46 Fed. 75: 829.
v. Western El. Co., C. C. A., 158 Fed. 813: 831.
Thorley's C. F. Co. v. Massam, L. R. 6 Ch. D. 582: 897.
Thorn Wire-Hedge Co. v. Fuller, 122 U. S. 535, 7 Sup. Ct. 1265, 30 L. ed. 1235: 1789.
Thornburgh v. Savage Mining Co., 1 Pac. Law Mag. 267: 580, 607.
Thorndyke v. Alaska Perseverance Min. Co., C. C. A., 164 Fed. 657: 2544.
v. Gunnison, C. C. A., 174 Fed. 137: 1583.
Thorne v. Am. Distributing Co., 117 Fed. 973: 1584.
v. Towanda Tanning Co., 15 Fed. 289: 635, 1765, 1825.
Thornhill v. Thornhill, 14 Simons, 600: 1021.
Thorson v. Peterson, 14 Fed. 742: 2006.
Thornton N. Motley Co. v. Detroit Steel & S. Co., 130 Fed. 396: 1896.
Thornton v. Peterson, 9 Fed. 517: 1055.
v. Tison, 95 Ala. 589, 10 South. 639: 44.
Thorogood v. Bryan, 8 C. B. 115: 1963.
Thoroton v. Blackborne, 2 W. Kel. 7: 1264.
Thorp v. Bonnifield, 177 U. S. 15, 44 L. ed. 652: 2439, 2517.
v. Hammond, 12 Wall. 408, 20 L. ed. 419: 1990.
v. Orr, 2 Cranch, C. C. 335: 1148.
Thorpe v. Mattingley, 1 Phillips' Ch. 200: 760, 2455.
Thorpe v. Sampson, 84 Fed. 63: 160.
v. Simmons, 2 Cranch, C. C. 195: 1140, 1145.
Thouron v. East Tennessee, V. & G. Ry. Co., 38 Fed. 673: 1861.
Three States Lumber Co. v. Blunks, C. C. A., 69 L.R.A. 283, 133 Fed. 479: 1570.
Thresher v. Western Union Tel. Co., 148 Fed. 649: 1918.
Throckmorton, *Re*, C. C. A., 196 Fed. 656: 2291, 2293.
Thurber v. Miller, 67 Fed. 371, 14 C. C. A. 432, 32 U. S. App. 209: 1788, 1792, 1804.
Thurmond v. Ches. & O. Ry. Co., C. C. A., 140 Fed. 697: 649, 1182.
Thurston v. Big Stone G. I. Co., 86 Fed. 484: 700, 701.
v. Mustin, 3 Cranch, C. C. 335: 864.
Thweatt, *Re*, 199 Fed. 319: 2179 2183.
Tibbol v. The Marion, 79 Fed. 104: 1947.
Tiberg v. Warren, C. C. A., 192 Fed. 458: 1482, 1483, 1515, 1516, 1521.
Tice v. Hurley, 145 Fed. 391: 612.
Tiernan v. Jackson, 5 Pet. 592, 8 L. ed. 239: 1067.
Tierney v. Helvetia Swiss Fire Ins. Co., (E. D. N. Y.) 163 Fed. 82: 123, 125, 1914.
v. Helvetia Swiss Fire Ins. Co., 126 App. Div. 446: 1889.
Tiffany v. La Plume Condensed Milk Co., 141 Fed. 444: 2043, 2051.
Tifft v. Iron Clad Mfg. Co., 16 Blatchf. 48.
Tift v. Southern Ry. Co., 123 Fed. 789: 58.
v. Southern Ry. Co., 138 Fed. 753: 1073.
v. Southern Ry. Co., 159 Fed. 555: 822, 827.
Tiglae v. Insular Government of the Philippine Islands, 215 U. S. 410, 54 L. ed. 257: 2357.
Tilden, *Re*, 91 Fed. 500: 2128, 2210, 2218.
Tilend v. Blair, 21 Wall. 241, 22 L. ed. 632: 1569.
Tilford v. Oakley, Hempst. 197: 324.

[References are to pages.]

Tilgman v. Proctor, 125 U. S. 136, 160, 31 L. ed. 664, 8 Sup. Ct. 906: 1226, 1233.
v. Work, 39 Fed. 680: 1403, 1409.
Tillinghast v. Chace, 121 Fed. 435: 625.
Tillson v. U. S. 100 U. S. 43, 25 L. ed. 543: 2303, 2350.
Tilt v. Citizens' Tr. Co., 101 Fed. 441: 2178, 2183.
v. Kelsey, 207 U. S. 43, 52 L. ed. 95: 653.
Tilton v. Beecher, 59 N. Y. 176, 17 Am. Rep. 337: 788.
v. Cofield, 93 U. S. 163, 167, 23 L. ed. 858: 714, 1439.
Timberlake v. State, 100 Ga. 66, 27 S. E. 158: 1708.
Timble v. Russell, 41 Misc. (N. Y.) 577, 85 N. Y. Supp. 109: 711.
Times-Democrat Pub. Co. v. Mozee C. C. A., 136 Fed. 761: 2561.
Times Pub. Co. v. Carlisle, C. C. A., 94 Fed. 762: 1550.
Timmons v. U. S., 30 C. C. A. 74: 381.
Timolat v. Franklin Boiler Works, C. C. A., 122 Fed. 69: 879.
v. Phila. Pneumatic Tool Co., 123 Fed. 899: 875.
Timolat et al. v. Philadelphia Pneumatic Tool Co., 130 Fed. 903: 2489.
Tindal v. Wesley, 167 U. S. 204, 223, 42 L. ed. 137, 143: 383, 384, 390, 666, 829.
Tindle v. Birkett, 205 U. S. 183, 51 L. ed. 762: 2205, 2256, 2258.
Tinsley v. Lacy, 1 Hem. & M. 747: 883.
v. Treat, 205 U. S. 20, 29, 51 L. ed. 689, 691: 1482, 1628, 1629, 1631.
Tinsman v. F. R. Patch Mfg. Co., C. C. A., 101 Fed. 373: 2478.
Tioga R. Co. v. Blossburg & C. R. Co., 20 Wall. 137, 22 L. ed. 331: 645, 1573, 1575.
Titanic, The, C. C. A., 2d Ct. Feb. 1913: 2000, 2001.
Titanic, The, U. S. D. C., S. D. N. Y., April 1913: 1990.
Title Guaranty Co. v. General El. Co., 222 U. S. 401, 56 L. ed. 248: 2460.
Title Guaranty & Surety Co. v. U. S., C. C. A., 187 Fed. 98: 611.
v. U. S., 222 U. S. 401, 56 L. ed. 248: 2483.
Title Guaranty & Tr. Co. v. Crane Co., 219 U. S. 24, 55 L. ed. 72: 409, 1298.
v. Puget Sound Engine Works, C. C. A., 163 Fed. 168, 89 C. C. A., 618: 642.
v. Studebaker, 100 Fed. 358: 109, 1778.
Title Ins. & Tr. Co. v. Home Telephone Co., 200 Fed. 263: 968.
Title & Trust Co. v. Asphalt Co., C. C. A., 127 Fed. 1: 825.
Titterton v. Osborne, 1 Dickens, 350: 458.
Titterwan v. Osborne, 1 Dick. 350: 1167.
Titus v. U. S., 16 Ct. Cl. 276: 2314.
T. L. Yelly Dry Goods Co., *Re*, 102 Fed. 748, 4 Am. B. R. 528: 2075, 2130.
T. L. Mott Iron Works v. Standard Mfg. Co., C. C. A., 48 Fed. 345: 1130.
T. M. Lesher & Son, *Re*, 176 Fed. 650: 2131, 2208, 2209.
Tobin, *Re*, 214 U. S. 506, 53 L. ed. 1061: 124.
Tobin v. Walkinshaw, 1 McAll. 26: 445.
v. Wilson, 3 J. J. Marsh. (Ky.) 67: 565.
Tod, *Re*, 12 S. D. 386, 81 N. W. 637, 76 Am. St. Rep. 616, 47 L.R.A. 566: 1643.
Tod v. Cleveland & M. V. Ry. Co., 65 Fed. 145, 12 C. C. A. 521: 1868.
Todd, *Re*, 109 Fed. 265: 2264.
Todd v. Daniel, 16 Pet. 521, 10 L. ed. 1054: 2449.
v. Tulehen, 2 Fed. 600: 1966.
Toeg v. Suffert, C .C. A. 167 Fed. 125: 2411.
Thomas v. Brownville, F. K. & P. R. Co., 109 U. S. 522, 27 L. ed. 1018: 421.
Tokai Maru, The, C. C. A., 190 Fed. 450: 2014.
Toke v. Andrews, 8 Q. B. D. 428: 699.
Toker v. Thompson, 3 McLean, 92: 1143.

[References are to pages.]

Toland v. Sprague, 12 Peters, 300, 328, 9 L. ed. 1093, 1104: 208, 574, 577.
v. Sprague, 12 Pet. 300, 331, 9 L. ed. 1093, 1105: 611.
Toledo, A. A. & N. M. R. Co., v. Pennsylvania Co., 19 L.R.A. 387, 5 Inters. Com. Rep. 522, 54 Fed. 730: 900, 908.
v. Pennsylvania Co., 19 L.R.A. 395, 5 Inters. Com. Rep. 545, 54 Fed. 746, 751: 315, 908, 916.
Toledo Computing Scale Co. v. Computing Scale Co., C. C. A., 142 Fed. 919: 585.
Toledo, St. Louis & K. C. Ry. Co. v. Continental Trust Co., C. C. A., 95 Fed. 497, 536: 145, 825, 838, 841, 1544, 1545, 1546.
v. Continental Tr. Co., 176 U. S. 219, 44 L. ed. 442: 1306.
Toledo, St. L. & W. R. Co. v. Howe, C. C. A., 191 Fed. 776: 1553.
v. Reardon, C. C. A., 159 Fed. 366: 1550, 2567.
v. Sellers, C. C. A., 184 Fed. 885: 2572.
Toledo S. S. Co. v. Zenith Transp. Co., C. C. A., 184 Fed. 391: 1938.
Toler v. East Tenn., V. & G. Ry. Co., 67 Fed. 168, 181: 422, 511, 824, 835, 1196, 1244.
Tollett, *Re*, C. C. A., 54 L.R.A. 222, 106 Fed. 866: 2223.
Tolman v. Ubero Plantation Co., 142 Fed. 270: 1039.
Tome v. Dubois, 6 Wall. 548, 18 L. ed. 943: 2547.
v. Four Cribs of Lumber, Taney (U. S.) 533, 24 Fed. Cas. No. 14,083: 1934.
Tomkin v. Lethbridge, 9 Ves. 178: 686.
Tomlinson v. Moore, 189 Fed. 845: 1101.
v. Ward, 2 Conn. 396: 1018, 1025.
Tomlinson & W. Mfg. Co. v. Shatto, 34 Fed. 380: 940.
Tommy, The, C. C. A., 151 Fed. 570, 81 C. C. A. 50: 1993. 168 Fed. 563: 2004.
Tompkins v. International Paper Co., C. C. A., 183 Fed. 773: 533.
Toms v. Owen, 52 Fed. 417: 162, 415.
Tonkin v. Lethbridge, G. Cooper, 43: 757: 774.
Tontine Surety Co., *Re*, 116 Fed. 401, 8 Am. B. R. 421: 2050.
Toohey v. Harding, 1 Fed. 174: 1071.
Tooker v. Thompson, 3 McLean, 92: 1140, 1146, 1148.
Toomey v. Whitney, 81 N. Y. App. Div. 441, 80 N. Y. Supp. 826: 792.
Topliff v. Topliff, 145 U. S. 156, 36 L. ed. 658: 1235, 2544.
Toplitz v. Levering, 71 App. Div. 37: 711.
Topsy, The, 44 Fed. 631: 1944.
Toothaker Bros. *Re*, 128 Fed. 187: 2251.
Tootle v. Coleman, 57 L.R.A. 120, 107 Fed. 41, 45, 46 C. C. A. 132: 1910.
Torchia, *Re*, C. C. A., 185 Fed. 576: 2154, 2214, 2216, 2228.
Torchia, *Re*, C. C. A., 185 Fed. 207: 2155.
Tornanses v. Melsing, C. C. A., 106 Fed. 775, 788: 938, 1364, 2484, 2491.
Torrence v. Shedd, 144 U. S. 527, 12 Sup. Ct. 726, 36 L. ed. 528: 1790, 1793, 1799, 1806, 1925.
Torrent v. Duluth Lumber Co., 32 Fed. 229: 2535.
v. Hamilton, 95 Mich. 159: 501.
v. S. K. Martin L. Co., 37 Fed. 727: 1895.
Torrey v. Grant L. Works, Fed. Cas. No. 14,105, 14 Blatchf. 269: 1851, 1856.
Tortat v. Hardin, M. & M. Co., 111 Fed. 426: 1819.
Toucey v. Brown, Fed. Cas. No. 14,107 (1 Biss. 81): 1894, 1896.
Toulmin v. Hamilton, 7 Ala. 362: 1182.
v. Reid, 14 Beav. 499: 690.
Tourton v. Flower, 3 P. Wms. 369: 513.
Tower v. Stimpson, 175 Fed. 130: 1164, 1165.
Towl v. Am. B. L. & I. Co., 60 Fed. 131: 521.
Towle v. American B. L. & Inv. Soc., 60 Fed. 131: 43, 47, 519, 945.
v. Blake, 38 Me. 528: 795.

[References are to pages.]

Towle v. First Nat. Bank of Boston, C. C. A., 153 Fed. 566: 1564.
v. Pierce, 12 Met. (Mass.) 329, 332, 46 Am. Dec. 679: 437, 446, 479.
Town of Hingham v. U. S., C. C. A., 161 Fed. 295: 1610, 1612.
Town of Monroe v. Connecticut River Lumber Co., 66 N. H. 628, 32 Atl. 152: 1883.
Town of Nahant v. U. S., C. C. A., 136 Fed. 273: 1610.
Town of South Ottawa v. Perkins, 94 U. S. 260, 24 L. ed. 154: 1568.
Town of Waterford v. Elson, C. C. A. 149 Fed. 91, 2nd Ct.: 2414.
Town of Watertown v. Greaves, C. C. A., 112 Fed. 183: 129.
Towne, *Re*, 122 Fed. 313: 2199.
Townley v. Deare, 3 Beav. 213: 1205.
Townsend v. Beatrice Cemetery Ass'n., C. C. A., 138 Fed. 381: 2498.
v. Ives, 1 Wilson, 216: 1206.
v. St. L. & S. C. & Min. Co., 159 U. S. 21, 40 L. ed. 61: 662.
v. Todd, 91 U. S. 452, 23 L. ed. 413: 1573, 1576.
v. U. S., 1 U. S. L. J. 534*b*: 1315.
v. Vanderwerker, 160 U. S. 171, 40 L. ed. 383: 320.
Toy Dip v. U. S., C. C. A., 198 Fed. 603: 1090.
Toy Toy v. Hopkins, 212 U. S. 542, 53 L. ed. 644: 1478.
T. & P. Ry. Co. v. Interstate Com. Com'n, 162 U. S. 197, 265, 40 L. ed. 940: 440.
Tracey v. Holcombe, 24 How. 426, 16 L. ed. 742: 2423.
Tracy & Co., *Re*, 177 Fed. 532: 2140.
Tracy, *Re*, C. C. A., 179 Fed. 366: 2129, 2267.
Tracy v. Ginzberg, 205 U. S. 170: 2160.
v. Morel, 88 Fed. 801: 124, 1788, 1817, 1818, 1838.
v. Torrey, 2 Blatchf. 275: 912.
Trade-Mark Cases, 100 U. S. 82, 25 L. ed. 550: 86, 542, 888.
Trade Auxiliary Co. v. Vickers, L. R. 16 Eq. 303: 943.
Traders' Bank v. Campbell, 14 Wall. 87, 20 L. ed. 832: 2066.
Traders' Bank v. Tallmadge, 9 Fed. 363 (20 Blatchf. 39): 1883.
Traer v. Clews, 115 U. S. 528, 29 L. ed. 467: 2298.
Trafton v. Nougues, Fed. Cas. No. 14,134 (4 Sawyer, 178): 89, 1844.
v. U. S., C. C. A., 147 Fed. 513, 514: 1582, 1605, 1737.
Train v. Friedman, 4 Civ. Pro. R. (N. Y.) 109: 791.
Trainor v. Superior, Gilpin. 514: 1935.
Transatlantic Co. v. Pietroni, Johns. 604: 938.
Transit Development Co. v. Cheatham El. Switching Device Co., C. C. A., 194 Fed. 963: 1424.
Transportation Co. v. Parkersburg, 107 U. S. 691, 27 L. ed. 584: 1177.
Traub v. Marshall Field & Co., C. C. A., 182 Fed. 622: 2046, 2235.
Travelers' Protective Ass'n v. Gilbert, C. C. A., 101 Fed. 46: 2496.
v. Gilbert, 55 L.R.A. 538, 111 Fed. 269, 276: 149, 340, 1427, 1580, 1581, 1605.
Travis v. Waters, 1 J. Ch. (N. Y.) 85: 744.
Travis County v. King I. Br. & Mfg. Co., C. C. A., 92 Fed. 690: 2412.
Trayna & Cohen, *Re*, C. C. A., 195 Fed. 486: 2028.
Treadway v. Chicago & N. W. Ry. Co., 21 Iowa, 351: 139.
Treawdell v. Lennig, 50 Fed. 872: 1061.
v. Lenning, 44 Fed. 294: 1061.
v. Morrell, Chan. N. Y. Aug. 1829: 1001.
v. Seymour, 41 Fed. 579: 1427, 1532.
v. United V. C. Co., 47 App. Div. 613, 619: 1239, 1244.
Treat v. Farmers' Loan & Tr. Co., C. C. A., 185 Fed. 760: 1563.
v. Jemison, 131 U. S. cxxxv, 23 L. ed. 134: 2531.
v. Jemison, 20 Wall. 652, 22 L. ed. 419: 2528.
v. Wooden, 138 Fed. 934: 2040.
Trecothick v. Austin, 4 Mason, 16: 139.

[References are to pages.]

Tredegar Co. v. Seaboard Air Line Ry., C. C. A., 183 Fed. 289: 970, 1029, 2547.
Tredway v. Sanger, 107 U. S. 323, 325, 27 L. ed. 582, 583: 199, 202.
Tremolo Patent, The, 23 Wall. 518, 527, 23 L. ed. 97, 98: 717, 718, 721, 733.
Tremper v. Schwabacher, 84 Fed. 413: 1791, 1811, 1848.
Trenton, The, 4 Fed. 657: 1975.
Trenton B. Co. v. Russell, 1 Green, Ch. (N. J.) 492: 1207.
Trester v. Missouri Pac. Ry. Co., 23 Neb. 242, 36 N. W. 502: 1882.
Trevelyan v. Charter, 9 Beav. 140: 1392.
Trial, The, 1 Blatchf. & H. 94, Fed. Cas. No. 14,170: 1314, 2008, 2009.
Tribelhorn, *Re*, C. C. A., 137 Fed. 3, 14 Am. B. R. 491: 2058, 2059.
Tribette v. Illinois Cent. R. Co., 70 Miss. 182, 19 L.R.A. 660, 35 Am. St. Rep. 642, 12 So. 32: 506.
Triebert v. Burgess, 11 Md. 452: 1020.
Trigg v. Conway, Hempst. 711: 740.
Trimble v. American Sugar Refining Co., 61 N. J. Eq. 340: 524.
v. Erie El. M. Co., 89 Fed. 51: 1425.
Trimmer v. Bayne, 9 Ves. 209: 322.
Triplett v. Bank, 2 Cranch, C. C. 646: 1128.
Tripp v. Santa Rosa St. R. Co., 144 U. S. 126, 36 L. ed. 371: 2468, 2469.
v. Vincent, 8 Paige (N. Y.), 176: 1276.
Trist v. Child, 21 Wall. 441, 22 L. ed. 623: 2321, 2322.
Troeder, *Re*, C. C. A., 150 Fed. 710: 2243.
Troeder v. Lorsch, C. C. A., 150 Fed. 710: 2243, 2246.
Trollope v. London B. T. Fed'n, 72 Law Times, 342: 870.
Troop, The, 118 Fed. 769: 1938.
Troth, *Re*, 104 Fed. 291: 2266, 2267.
Trotier v. St. Louis, B. & S. Ry. Co., 54 N. E. 487, 180 Ill. 471: 50.
Trotter v. Lisman, 199 N. Y. 497: 363.
v. Trotter, Jacob, 533: 1378.
Trow City Directory Co. v. Curtin, 36 Fed. 829: 513, 514, 546.
Troxell v. Delaware, L. & W. R. Co., 180 Fed. 871: 1427.
v. Delaware, L. & W. R. Co., 227 U. S. 434, reversing 200 Fed. 44: 665, 2426.
Troy Bank v. Whitehead & Co., 222 U. S. 39, 56 L. ed. 81: 43, 45.
Troy & B. R. Co. v. Boston, H. T. & W. Ry. Co., 86 N. Y. 107: 850, 868, 929.
Troy I. & N. Factory v. Corning, 6 Blatchf. 328, 336, 337: 626, 673, 1231.
v. Corning, 7 Blatchf. 16: 1297, 1300, 1323.
Troy Wagon Works v. Vastbinder, 130 Fed. 232, 12 Am. B. R. 352: 2068.
Truax v. Detweiler, 46 Fed. 117, 118: 1366.
Truman v. Inhabitants of Town of Harmony, 198 Fed. 557: 335.
Trust Co. of America v. Chicago, P. & St. L. Ry. Co., 199 Fed. 593: 146.
v. Norfolk & S. Ry. Co., 174 Fed. 269: 823, 831.
v. Norfolk & S. Ry. Co., 183 Fed. 803: 157, 1216, 1244.
Tr. & D. Co. v. Spartanburg Water Works, 91 Fed. 324, 325: 941, 948.
Trust & Fire Ins. Co. v. Jenkins, 8 Paige (N. Y.), 589, 593, 594: 617, 729.
Trustees v. Greenough, 105 U. S. 527, 26 L. ed. 1157: 423, 822, 968, 1258, 1277, 1294, 1330, 1331, 1332, 1335, 1337, 1338, 1339, 2427, 2428.
Trustees of Columbia College v. Lynch, 70 N. Y. 404: 850.
Trustees of Oberlin College v. Blair, 70 Fed. 414: 106.
Trustees of the Wabash & Erie Canal Co. v. Beers, 2 Black, 448, 17 L. ed. 327: 425.
Tryon v. Westminster Improvement Com'rs, 6 Jurist (N. S.), 1324: 459.
T. S. Faulk & Co. v. Steiner, Lobman & Frank, C. C. A., 165 Fed. 861: 2103, 2104.
Tsoi Yii v. U. S., C. C. A., 129 Fed. 585: 2410.

[References are to pages.]

Tubbs v. U. S., C. C. A., 105 Fed. 59, 44 C. C. A., 357: 1734, 1735.
Tubman v. Balt. & O. R. Co., 190 U. S. 38, 47 L. ed. 946: 1605.
v. Wason Mfg. Co., 44 Fed. 429: 765, 1061.
Tuck v. Olds, 29 Fed. 883: 1323, 1329, 1337.
Tucker, *Re*, 148 Fed. 928: 1577.
v. Carpenter, Hempst. 440: 920, 929.
v. Curtin, C. C. A., 153 Fed. 91: 2046.
v. E. L. Goodsell Co., 14 N. Y. App. Div. 89, 43 N. Y. Suppl. 460, 4 N. Y. Annot. Cas. 86: 1084
v. Hubbert, C. C. A., 196 Fed. 849: 1454, 1462, 1468.
v. Interstate Life Ass'n, 112 N. C. 796, 17 S. E. 532: 1889.
v. U. S., C. C. A., 196 Fed. 260, 266: 1711.
Tuckerman v. Bigelow, Fed. Cas. No. 14,228: 101.
Tuedt v. Carson 13 Fed. 353 (4 McCrary, 426): 1803.
Tufts v. Tufts, 3 W. & M. 426: 1393, 1396, 1397.
Tugman v. National S. S. Co., 30 Fed. 802: 1058, 1837, 1910.
Tug May, The, 6 Biss. 243, Fed. Cas. No. 9,330: 2013.
Tug River Coal & Salt Co. v. Brigel, 67 Fed. 625: 470, 473, 600, 1289, 1838.
v. Brigel, C. C. A., 70 Fed. 647: 1283, 1331.
v. Brigel, 86 Fed. 818: 99, 1902.
v. Brigel, C. C. A., 86 Fed. 818: 98.
v. Brigel, C. C. A., 67 Fed. 625: 115.
Tull v. Nash, C. C. A., 141 Fed. 557: 1335.
Tullis v. L. E. & W. R. Co., C. C. A., 105 Fed. 554: 1593.
Tullock v. Webster County, 40 Fed. 706: 1775, 1809, 1861.
Tully, *Re*, 156 Fed. 634: 2041.
Tunner, *Ex parte*, Fed. Cas. No. 14,245 (3 Wall. Jr. 258): 1789.
Tune, *Re*, 115 Fed. 906, 8 Am. B. R. 285: 177, 2025, 2026, 2174, 2223.
Tunstall v. Parish of Madison, 30 La. Ann. 471: 1831, 1855.
Tunstall v. Stearns Coal Co., C. C. A., 192 Fed. 808: 936, 872.
Tupino v. La Compania General de Tabacos de Filipinas, 214 U. S. 268: 2443, 2444.
Tupper v. Powell, 1 J. Ch. (N. Y.) 439: 554.
Turgeon v. Emery, 182 Fed. 1016: 2225.
Turnbull, *Re*, 106 Fed. 667: 2218.
v. Payson, 95 U. S. 418, 24 L. ed. 437: 1062.
v. Ross, C. C. A., 141 Fed. 649: 1171.
Turnbull Wagon Co. v. Linthicum Carriage Co., 80 Fed. 4: 1789, 1806, 1858, 1859.
Turner, *Re*, 119 Fed. 231: 176, 1511.
v. Am. B. M. Union, 5 McLean, 344: 902.
v. Bank of N. A., 4 Dall. 8, 1 L. ed. 718: 1180, 204.
v. Berry, 38 Ill. 541: 1415.
v. Cole, quoted in Chowick v. Dimes, 3 Beav. 290, 292, 293: 743.
v. Farmers' L. & Tr. Co., 106 U. S. 552, 27 L. ed. 273: 1929, 2546.
v. Hednesford Gas Co., 3 Ex. D. 145: 702.
v. Hinois Cent. R. Co., 55 Fed. 689: 1816.
v. Ind., B. & W. Ry. Co., 8 Biss. 315: 956.
v. Jackson Lumber Co., C. C. A., 159 Fed. 923
v. I., B. & W. Ry. Co., 8 Biss. 315: 1243.
v. Peoria & S. R. Co., 95 Ill. 134, 35 Am. Rep. 144: 991.
v. Richardson, 180 U. S. 87: 2405.
v. Robinson, 1 Sim. & S. 3: 497, 630.
v. Southern H. Bldg. & L. Ass'n, C. C. A., 101 Fed. 308: 53.
v. Turner, 1 Dickens, 316: 616.
v. Turner, 2 Stra. 708: 358.
v. U. S., 66 Fed. 280: 1551, 1676, 1740, 1743.
v. Wight, 4 Beav. 40: 863.
Turner Brass Works v. Appliance Mfg. Co., 164 Fed. 195: 877.
Turrell v. Spaeth, 9 Off. Gaz. 1663: 766, 775.
Tuttle, *In re*, 170 N. Y. 9: 82.

[References are to pages.]

Tuttle v. Claflin, C. C. A., 88 Fed. 122: 2427, 2432, 2445, 2466, 2467.
Twamley v. McKennell, 137 App. Div. 574, 122 N. Y. Supp. 237: 711.
Twin City Power Co. v. Barrett, C. C. A., 126 Fed. 302: 975.
Twin Falls Canal Co. v. Foote, 192 Fed. 583: 1871.
Twitchell v. Commonwealth, 7 Wall. 321, 19 L. ed. 223: 2399, 2466.
Two Brothers, The, 4 Fed. 158: 2009.
Two Rivers Woodenware Co., *Re*, C. C. A., 199 Fed. 877: 1253, 2194.
T. & W. M. Co. v. Shatto, 34 Fed. 380: 344.
Tybo Min. & Reduction Co., *Re*, 132 Fed. 697: 2036, 2542.
Tybo Min. & Red. Co., *Re*, 132 Fed. 978: 2042, 2043.
Tyee Consol. Min. Co. v. Langstedt, C. C. A., 121 Fed. 709: 2467, 2479.
Tygarts River Coal Co., *Re*, 203 Fed. 178: 2037, 2043.
Tyler, *In re*, 419 U. S. 164, 186, 37 L. ed. 689, 696: 151, 152, 167, 349, 394, 998, 1357, 1380, 1478, 1483.
Tyler v. Bell, 2 Myl. & Cr. 89: 717.
v. Galloway, 13 Fed. 477: 723.
v. Hamilton, 62 Fed. 187: 408.
v. Judges, 179 U. S. 405, 45 L. ed. 252: 2395, 2447.
v. Last Chance Mine, C. C. A., 97 Fed. 394: 2571.
v. Magwire, 17 Wall. 253, 21 L. ed. 576: 2565, 2569, 2570, 2574.
v. Savage, 143 U. S. 79, 36 L. ed. 82: 481.
v. Simmons, 6 Paige Ch. (N. Y.) 127: 1234.
v. U. S., C. C. A., 106 Fed. 137, 45 C. C. A. 247: 1727.
Tyndall, *Re*, 117 App. Div. (N. Y.) 294: 1293.
Tyner v. U. S., 23 App. D. C. 325: 1616.
Tyng v. Grinnell, 92 U. S. 467, 23 L. ed. 733: 1562.
Tysen v. Wabash R. Co., 8 Biss. 247: 941, 948.

U.

Ubeda v. Zialcita, 226 U. S. 452, 57 L. ed. —: 334.
Uehling v. Lyon, 134 Fed. 703: 551.
Uhle v. Burnham, (S. D. N. Y.) 42 Fed. 1: 124.
v. Burnham, 44 Fed. 729: 1143, 1149.
v. Burnham, 46 Fed. 500: 1340.
Uhlmann v. Arnhold & Schaeffer Brewing Co., 41 Fed. 369: 625, 686, 1124.
Ullman, *Re*, 180 Fed. 944: 2230.
Ullrich v. New York, N. H. & H. R. Co., 193 Fed. 768: 1755.
Ulman v. Clark, 75 Fed. 868: 145.
v. Jaeger, 67 Fed. 980: 503, 505, 1177.
v. Jaeger's Adm'r, 155 Fed. 1011: 98, 700.
v. Ritter, 72 Fed. 1000: 919, 1364, 1373.
Ulrich, *Ex parte*, 43 Fed. 661: 1477.
Umbria, The, 166 U. S. 404, 421, 17 Sup. Ct. 610, 41 L. ed. 1053: 2002.
Underfeed Stoker Co. v. Am. Ship Windlass Co., 165 Fed. 65: 1388.
v. Am. Stoker Co., 169 Fed. 891: 649, 703.
Underground El. Rys. Co. of London v. Owsley, 169 Fed. 671: 164, 938.
v. Owsley, C. C. A., 176 Fed. 26: 164.
Underground Railroad v. City of New York, 116 Fed. 952: 67, 74.
v. City of New York, 193 U. S. 416, 48 L. ed. 733, 24 Sup. Ct. 494: 59, 67.
Underhill v. Hernandez, 168 U. S. 250, 42 L. ed. 456: 1055.
Underwood Typewriter Co. v. Elliott-Fischer Co., 156 Fed. 588: 1376.
v. Elliott-Fisher Co., 171 Fed. 116: 1222.
v. Fox Typewriter Co., 158 Fed. 476: 197, 634.
v. Fox Typewriter Co., 181 Fed. 530: 876.
v. Fox Typewriter Co., 181 Fed. 541: 198.
Underwood's, Adm'r v. Illinois Cent. R. R. Co., (Ky.) 103 S. W. 322: 1821.

[References are to pages.]

Ung Lung Chung v. Holmes, 98 Fed. 323: 27.
Ungrich, *Re*, 201 N. Y. 415: 800, 807.
Union, The, 4 Blatchf. 90: 1974.
Union Bank v. Kansas C. Bank, 136 U. S. 223, 236, 34 L. ed. 341, 346: 937.
v. Manby, 13 Ch. D. 239: 1124.
v. Stafford, 12 How. 327, 13 L. ed. 1008: 453.
Union Bank of Chicago v. Kansas City Bank, 136 U. S. 223, 34 L. ed. 341: 1576, 2443, 2444.
Union Bank of Georgetown v. Geary, 5 Pet. 99, 110, 8 L. ed. 60, 64: 626, 684, 1059.
Union Bank of Louisiana v. Stafford, 12 How. 327, 13 L. ed. 1008: 433, 434, 436, 451, 452.
Union Castle Mail S. S. Co. v. Thomson, C. C. A., 190 Fed. 536: 2542.
Union Casualty Co. v. Gray, C. C. A., 114 Fed. 422: 1058.
Union Cent. Life Ins. Co. v. Champlin, C. C. A., 116 Fed 858: 2411.
Union County Nat. Bank, Liberty, Ind. v. Ozan Lumber Co., C. C. A., 179 Fed. 710: 1562.
Union Gold Min. Co. v. Crawford, 29 Colo. 511, 69 Pac. 600: 790.
Union Iron & Foundry Co. v. Sonnefield & Emmins, 113 Louisiana 436, 37 So. 20: 1804
Union L. & S. Co. v. Philadelphia R. Co., 68 Fed. 914: 535.
Union L. & T. Co. v. Southern Cal. M. R. Co., 51 Fed. 106: 968.
Union M. Ins. Co. v. Commercial M. M. Ins. Co., 2 Curt 524: 628, 900.
v. Hanford, 113 U. S. 187, 190 6 L. ed. 118, 120: 1423.
v. Kirchoff, 160 U. S. 374, 40 L. ed. 461: 2424.
v. Union Mills P. Co., 3 L.R.A. 90, 37 Fed. 287: 1018.
v. University of Chicago, 6 Fed 413: 151.
v. Windett, 36 Fed. 838: 2191
Union M. & M. Co. v. Dangberg, 81 Fed. 73, 87: 441, 495, 504
Union Nat. Bank v. Neill, C. C. A., 149 Fed. 720: 2279, 2282.
Union P. B. M. Co. v. Newell, 11 Bltachf. 549: 920.
Union Pac. Ry. Co. v. Alexander, 113 Fed. 347: 394.
v. Botsford, 141 U. S. 250, 35 L. ed. 734: 1163.
v. Callaghan, 161 U. S. 91, 40 L. ed. 628: 2485.
v. Cheyenne, 113 U. S. 516, 28 L. ed. 1098: 326.
Colorado Eastern Ry. Co., C. C. A., 54 Fed. 22: 2457, 2478.
v. Cunningham, 173 Fed. 90: 35, 344.
v. Hall, 91 U. S. 343, 23 L. ed. 428: 1465.
v. Harris, C. C. A., 63 Fed. 800, 12 C. C. A., 598: 1422, 1596.
v. Harris, 158 U. S. 326, 39 L. ed. 1003: 2374, 2376.
v. City of Kansas, 115 U. S. 1, 29 L. ed. 319: 81.
v. Mason City R. R. Co., 222 U. S. 237, 56 L. ed. 180: 2572.
v. McComb, 58 How. Prac. 478: 79 .
v. McShane, 3 Dill. 303, 312: 326, 495.
v. McShane, 3 Dill. 303: 505.
v. Mercer, 28 Fed. 9: 1176.
v. Myers, 115 U. S. 1, 5 Sup. Ct. 1113, 29 L. ed. 319: 79, 1826, 1836, 1922, 2547.
v. Novak, C. C. A., 61 Fed. 573: 580.
v. Reece, C. C. A., 56 Fed. 288: 1142, 1150.
v. Reed, 80 Fed. 234: 1576.
v. Ruef, 120 Fed. 102, 129: 871, 916.
v. Thomas, C. C. A., 152 Fed. 365: 1088.
v. U. S., 59 Fed. 813, 833: 341, 1451.
v. U. S., 116 U. S. 154, 29 L. ed. 584: 2385, 2558.
v. U. S., 116 U. S. 402, 29 L. ed. 677: 2495, 2496
v. Wyler, 158 U. S. 285, 298, 39 L. ed. 983, 991: 726.
v. Yates, C. C. A., 40 L.R.A. 553, 79 Fed. 584: 1090.
Union & Planters' Bank v. Memphis, 111 Fed. 561, 49 C. C. A. 455: 77.

[References are to pages.]

Union & Planters' Bank v. Memphis, 189 U. S. 71, 74, 47 L. ed. 712, 714: 655, 668, 1578, 2371, 2416.
Union Steamboat Co., *Ex parte*, 178 U. S. 317, 44 L. ed. 1084: 2572.
Union Street Ry. Co. v. City of Saginaw, 115 Mich. 300, 73 N. W. 243: 694.
v. Mathiesson, 2 Cliff. 304: 604, 1106.
v. Mathiesson, 3 Cliff. 146, 149: 1211, 1270, 1392.
Union S. & S. Co. v. Johnson R. R. Signal Co., 52 Fed. 867: 413.
v. Philadelphia & R. R. Co., 69 Fed. 833: 417.
Union S. Y. Bank v. Gillespie, 137 U. S. 411, 420, 34 L. ed. 724, 727: 317.
Union Stock Yards Co. v. Nashville Packing Co., 140 Fed. 701, 702, 706, 72 C. C. A. 195: 1898.
Union Stock Yards Nat. Bank v. Moore, C. C. A., 79 Fed. 705: 449.
Union Switch & Signal Co. v. Sperry, 169 Fed. 926: 890, 891.
Union Terminal Ry. Co. v. Chicago, B. & Q. R. Co., 119 Fed. 209: 1774, 1783, 1792, 1844.
Union Tr. Co. v. Atchison, T. & S. F. R. Co., 87 Fed. 530: 954.
v. Atchison, T. & S. F. R. Co., 8 N. M. 327, 43 Pac. 701: 828.
v. Bulkeley, C. C. A., 150 Fed. 510: 2216.
v. Chicago & L. H. Ry. Co., 7 Fed. 513, 516: 991, 1010.
v. Forty-Second St., M. & St. N. Ave. Ry. Co., 179 Fed. 981: 1027.
v. Ill. Mid. Ry. Co., 117 U. S. 434, 477, 29 L. ed. 963, 978: 939, 963, 983, 984, 987, 990, 1030.
v. Morrison, 125 U. S. 591, 31 L. ed. 825: 967, 971.
v. Rochester & P. R. Co., 29 Fed. 609: 136, 1427.
v. Rockford, R. I. & St. L. R. Co., 6 Biss. 197: 156, 157.
v. Souther, 107 U. S. 591, 503, 27 L. ed. 488: 957, 963.
Union Tr. Co. v. Southern Sawmills & Lumber Co., C. C. A., 166 Fed. 193: 961, 971, 988, 990.
v. Trumbell, 137 Ill. 146, 27 N. E. Rep. 24: 1227.
v. U. & L. H. Ry. Co., 7 Fed. 513, 516: 1010.
v. Walker, 107 U. S. 596, 27 L. ed. 490: 957, 971.
v. Westhus, 228 U. S. 519, 521, 57 L. ed. —: 2500.
Union Tr. Co. of N. Y. v. Chicago & L. H. R. Co., 7 Fed. 513: 991.
v. Forty-Second St., M. & St. N. Ave. Ry. Co., 179 Fed. 981: 963.
Union Tr. Co. of St. Louis v. Westhus, 228 U. S. 519, 57 L. ed. : 2372.
United Blue Flame Oil Stove Co. v. Silver & Co., C. C. A., 128 Fed. 925: 932.
United Button Co., *Re*, 137 Fed. 668: 2042, 2044.
140 Fed. 495: 2205.
United Cigarette Mach. Co. v. Winston Cigarrette Mach. Co., C. C. A., 194 Fed. 947: 14, 405, 851.
v. Wright, 132 Fed. 195: 510.
v. Wright, 156 Fed. 244: 854.
United Electric Securities Co. v. Louisiana Electric Light Co., 68 Fed. 673: 100, 147, 839, 1807.
United L. Tel. Co. v. Boston S. D. & T. Co., 147 U. S. 431, 37 L. ed. 231: 975.
United Nickel Co. v. New H. S. M. Co., 17 Fed. 528: 879.
United N. J. R. & C. Co. v. Hoppock, 1 Stew. Eq. (N. J.) 261: 1117.
United Railroads of San Francisco v. City and County of San Francisco et al., 180 Fed. 948: 905.
United Shoe Mach. Co. v. Dancel C. C. A., 2560.
v. Duplessis Independent Shoe Mach. Co., (D. Mass.) 133 Fed. 930: 123, 196.
United States Sav. Inst. v. Brockschmidt, 72 Ill. 370: 1826.
United Surety Co. v. Iowa Mfg. Co., C. C. A., 179 Fed. 55: 2175.

[References are to pages.]

United Transp. & Lighterage Co. v. New York & Baltimore Transp. Line, 180 Fed. 902: S. C., C. C. A., 185 Fed. 386: 1938, 1963, 1967:
United Wireless Tel. Co., *Re*, 196 Fed. 153: 2096, 2097.
United Wireless Tel. Co. v. Nat. El. Signaling Co., C. C. A., 198 Fed. 385: 864, 882, 2481.
U. S., *Ex parte*, 16 Wall. 699, 21 L. ed. 507: 2347, 2515.
U. S., *Ex parte*, 226 U. S. 420, 57 L. ed. —: 2, 1194, 1442.
U. S. v. Abeel, C. C. A., 174 Fed. 12: 419.
v. Acosta, 1 How. 24, 11 L. ed. 33: 1065.
v. Adams, 6 Wall. 101, 18 L. ed. 792: 2471, 2509, 2558.
v. Adams, 9 Wall. 661, 19 L. ed. 808: 1470, 1471.
v. Addison, 6 Wall. 291, 18 L. ed. 919: 1527.
v. Addison, 22 How. 174, 16 L. ed. 304: 1449, 2441.
v. Addyston Pipe & Steel Co., C. C. A., 46 L.R.A. 122, 85 Fed. 271: 460.
v. Agnew, 165 U. S. 36, 44, 41 L. ed. 624, 627: 1704.
v. Alberty, 1 Hempstead, 44: 1724.
v. Alexander, 4 Cranch, C. C. 311: 497.
v. Alexander, 46 Fed. 728: 817, 1583.
v. Alexandroff, 148 Fed. 652: 1522.
v. Alger, 62 Fed. 824: 893.
v. Allen, 47 Fed. 696: 1684.
v. Allen, 171 Fed. 907: 505.
v. Allen, C. C. A., 179 Fed. 13: 505.
v. Almeida (U. S. C. C. N. Y.): 1620.
v. Ambrose, 3 Fed. 283: 1692.
v. Ambrose, 108 U. S. 336, 27 L. ed. 746: 2380.
v. Am. Bell. Tel. Co., 29 Fed. 17: 582, 584, 606, 612.
v. Am. Bell Tel. Co., 128 U. S. 315, 316, 32 L. ed. 450: 460, 462, 464, 480, 481, 534, 1528.
v. Am. Bel. Tel. Co., 159 U. S. 548, 40 L. ed. 255: 2375.
v. Amedy, 11 Wheat. 392, 6 L. ed. 502: 1077.
U. S. v. American Lumber Co., 80 Fed. 309: 594, 598.
v. Ames, 99 U. S. 35, 25 L. ed. 295: 1176, 1957.
v. Am. Tobacco Co., 146 Fed. 557: 1104, 1106.
v. Am. Tobacco Co., 177 Fed. 774: 1709, 1710.
v. Am. Tobacco Co., 221 U. S. 106, 55 L. ed. 663: 18, 461.
v. Am. Express Co., 199 Fed. 321: 1615, 1646.
v. Anciens Establissements, 224 U. S. 309, 56 L. ed. 778: 2354.
v. Andem, 158 Fed. 996: 1575, 1617.
v. Andersen, 169 Fed. 201: 462.
v. Anderson, Cooke (Tenn.), 143: 1507.
v. Angell, 11 Fed. 34: 1740.
v. Anon., 11 Fed. 701: 1370.
v. Anonymous, 21 Fed. 761: 1358.
v. Ansonia Brass & Copper Co., 218 U. S. 452, 54 L. ed. 1107: 365, 2394.
v. Antz, 16 Fed. 119, 122, 123: 1696, 1697.
v. Argona, 120 U. S. 479: 30 L. ed. 728: 2381.
v. Armejo, 131 U. S. lxxxii, 18 L. ed. 247: 2470, 2510.
v. Armour & Co., 142 Fed. 808, 824: 1094, 1099, 1111, 1718.
v. Arnold, C. C. A., 69 Fed. 987: 1440.
v. Ash, 75 Fed. 651: 1057.
v. Askins, 4 Cranch C. C. 98, Fed. Cas. No. 14,471: 1657.
v. Atchison, T. & S. F. Ry. Co., 142 Fed. 176: 490.
v. Atherton, 102 U. S. 372, 26 L. ed. 213: 480.
v. Atienza, 1 Phil. Rep. 736: 271.
v. Atlantic Coast Line R. Co., 153 Fed. 918: 1426, 1428.
v. Auditors of Brooklyn, 8 Fed. 473: 1463.
v. Axman, C. C. A., 193 Fed. 644: 2572.
v. Ayres, 9 Wall. 608, 19 L. ed. 625: 2348, 2492, 2515.
v. Ayres, 46 Fed. 651: 1689.
v. Babcock, 3 Dillon, 566, Fed. Cas. No. 14,484: 1103, 1104, 1111.

[References are to pages.]

U. S. v. Babbitt, 104 U. S. 767, 26 L. ed. 921: 2552.
v. Bache, C. C. A., 59 Fed. 762: 314.
v. Baker, 5 Blatchf. 6: 1725.
v. Baltimore & O. S. W. R. Co., C. C. A., 159 Fed. 33, aff'd. 220 U. S. 94, 55 L. ed. 384: 59, 2360, 2374
v. Baltimore & O. R. Co., C. C. A., 185 Fed. 486: 1596.
v. Baltimore & Ohio R. R. Co., 225 U. S. 306: 302.
v. Banister, 70 Fed. 44: 1425, 1541.
v. Bank of Metropolis, 15 Pet. 377, 10 L. ed. 774: 1555.
v. Barber, 140 U. S. 164, 168, 35 L. ed. 396, 398: 1307, 1308.
v. Barber, 219 U. S. 72, 55 L. ed. 99: 1751.
v. Barber Lumber Co., 169 Fed. 184: 351, 464, 710.
v. Barber Lumber Co., 173 Fed. 948: 1552.
v. Barefield, 23 Fed. 136: 1720.
v. Barger, 20 Fed. 500: 1657.
v. Barnhart, 17 Fed. 579 (9 Sawyer, 159): 1738, 1740.
v. Barrett, 135 Fed. 189: 91, 111.
v. Barrett, 187 Fed. 378: 1356.
v. Bartholomew, C. C. A., 177 Fed. 902: 1665.
v. Bartow, 10 Fed. 874: 1683, 1739.
v. Bashaw, 152 U. S. 436, 38 L. ed. 505: 1301.
v. Batchelder, 9 Int. Rev. Rec. 98, Fed. Cas. No. 14,451: 715, 1439, 1440.
v. Baugh, 1 Fed. 784: 1659.
v. Baumert, 179 Fed. 735: 1615, 1659, 1660.
v. Baxter, 51 Fed. 624: 2461.
v. Bayaud, 16 Fed. 376 (21 Blatchf. 287): 1739.
v. Beaty, 198 Fed. 284: 1609, 1611, 1612, 1613.
v. Beavers, 125 Fed. 778, 782: 1101, 1105, 1355, 1625, 1626, 1719.
v. Beebe, 127 U. S. 338, 32 L. ed. 121: 648.
v. Bejandio, 1 Woods, 294, Fed. Cas. No. 14,561: 1664.
v. Belknap, 73 Fed. 19: 91, 173.
v. Bell, 81 Fed. 830: 1094, 1322
U. S. v. Bell, 127 Fed. 1002: 1437.
v. Bell, 111 U. S. 477, 28 L. ed. 477: 1066.
v. Bellingham Bay Boom Co., 81 Fed. 658, 26 C. C. A., 547: 89, 90.
v. Bellingham Bay Boom Co., 176 U. S. 211, 44 L. ed. 437: 89, 90.
v. Belvin, 46 Fed. 381: 1673, 1691.
v. Benner, 1 Bald. 234: 1047, 1063, 1064.
v. Bennett, 17 Blatchf. 357, Fed. Cas. No. 14,572: 1672, 1677, 1741.
v. Benson, 31 Fed. 896, 12 Sawyer, 477: 1690, 1693, 1704.
v. Bernays, C. C. A., 158 Fed. 792: 2477.
v. Berry, 4 Fed. 779: 1470.
v. Berry, 96 Fed. 842: 1684.
v. Bickford, 4 Blatchf. 337, Fed. Cas. No. 14,591: 1672, 1673, 1740.
v. Biebusch, 1 McCrary, 42, 32: 1078.
v. Bird, 1 Sprague, 299: 1725.
v. Bitter Root Dev. Co., C. C. A., 133 Fed. 274: 1116.
v. Bitty, 208 U. S. 393, 399, 400, 52 L. ed. 543, 545, 546: 1751, 2373.
v. Black, 11 Blatchf. 538: 895.
v. Black, C. C. A., 160 Fed. 431: 1631.
v. Blackfeather, 155 U. S. 180, 39 L. ed. 114: 2557.
v. Blaisdell, 3 Benedict, 132, Fed. Cas. No. 14,608: 1741, 1744.
v. Block, 4 Sawyer, 211, Fed. Cas. No. 14,609: 1374, 1659.
v. Bloomgart, 2 Benedict, 356, Fed. Cas. No. 14,612: 1626.
v. Bollman, 1 Cranch C. C. 373, Fed. Cas. No. 14,622: 1508, 1513, 1620, 1626.
v. Boomer, C. C. A., 183 Fed. 726: 643.
v. Booth, 18 How. 476, 15 L. ed. 464: 2402, 2504.
v. Borger, 7 Fed. 193 (19 Blatchf. 249): 1703.
v. Bornemann, 35 Fed. 824: 1662.
v. Bosbyshell (D. C.), 73 Fed. 616: 1066.

[References are to pages.]

U. S. v. Bostwick, 94 U. S. 53, 24 L. ed. 65: 370.
v. Boutwell, 17 Wall. 604, 21 L. ed. 721: 1466.
v. Boyd, 15 Pet. 187, 10 L. ed. 706: 2566.
v. Boyd, 79 Fed. 858: 1333.
v. Boyden, 1 Lowell. 266, 24 Fed. Cas. No. 14,632: 1661.
v. Brawner, 7 Fed. 86: 1631, 1650.
v. Breen, 135 App. Div. (N. Y.) 824: 2359, 2555.
v. Breese, 172 Fed. 765: 1699.
v. Brelin, C. C. A., 166 Fed. 104: 1063.
v. Brent, 17 Int. Rev. Rec. 54, Fed. Cas. No. 14,640: 1675.
v. Brewer, 139 U. S. 278, 35 L. ed. 190: 2381.
v. Bridgman, 8 Am. Law Record. 541: 603.
v. Britton, 107 U. S. 655, 2 Sup. Ct. 512, 27 L. ed. 520: 1682, 1683, 2380.
v. Britton, 108 U. S. 192, 27 L. ed. 703: 1664, 1682.
v. Brod, 176 Fed. 165: 2140.
v. Brooke, 184 Fed. 341: 600.
v. Buffalo N. G. F. Co., C. C. A., 78 Fed. 110: 314.
v. Buford, 3 Pet. 12, 29, 7 L. ed. 585, 590: 1067, 2554, 2555.
v. Bullock, 6 Pet. 485, note, 8 L. ed. 473, note: 1450.
v. Burchard, 125 U. S. 176, 31 L. ed. 662: 2306.
v. Burlington, etc., Ferry Co., 21 Fed. 331: 1934.
v. Burns, 5 McLean, 23: 1672, 1673.
v. Burns, 12 Wall. 246, 20 L. ed. 388: 2324.
v. Burr, 1 Burr's Trial, 1179: 1626, 1627, 1656.
v. Burr, 2 Burr's Trial, 455: 176, 1630.
v. Burr, 2 Wheeler, Crim. Cas. (N. Y.) 573, Fed. Cas. No. 14,692: 1619.
v. Burr, 159 U. S. 78, 85, 40 L. ed. 82, 84: 1073.
v. Cadwallader, 59 Fed. 677: 1684.
v. Calhoun, 184 Fed. 499: 1094.
v. California & Oregon Land Co., 192 U. S. 355, 48 L. ed. 476: 663, 706, 707.
U. S. v. Cameron, 15 Fed. 794: U. S. v. Wilder, 14 Fed. 393: 1150.
v. Campbell, 179 Fed. 762: 1629, 1724.
U. S. ex rel. Kilpatrick v. Capdevielle, C. C. A., 118 Fed. 809: 1455.
v. Carlowitz, C. C. A., 80 Fed. 852: 1069.
v. Carll, 105 U. S. 611, 26 L. 1135: 1663, 1666, 2380.
v. Carpenter, C. C. A., 151 Fed. 214: 1741, 1742.
v. Carrie, 23 Law. Rep. 145: 1725.
v. Carroll, 147 Fed. 947: 1357, 1358, 1370, 1372.
v. Carter, 3 Cranch, C. C. 423: 1356.
v. Carter, C. C. A., 192 Fed. 311: 2570.
v. Carter, 217 U. S. 286, 291, 54 L. ed. 769: 559.
v. Case, 8 Blatchf. 250, Fed. Cas. No. 14,742: 1624, 1651, 1656.
v. Casidy, 67 Fed. 698: 871, 873.
v. Certain Lands in the Town of Narragansett, R. I., 145 Fed. 654: 1609, 1610.
v. Certain Land in Town of New Castle, C. C. A., 165 Fed. 783, 788: 1610, 1611.
v. Certain Lands in Town of Portsmouth, R. I., 173 Fed. 676: 1613.
v. Chaires, 40 Fed. 820: U. S. v. Paxton, 40 Fed. 136: 1551.
v. Chamberlin, 219 U. S. 250, 55 L. ed. 204: 1428.
v. Chase, 27 Fed. 807: 1667, 1739.
v. Chase, 135 U. S. 255, 34 L. ed. 117: 2381.
v. Chaves, 159 U. S. 452, 40 L. ed. 215: 1054.
v. Cherokee Nation, 202 U. S. 101, 50 L. ed. 949: 2308.
v. Chicago, 7 How. 185, 12 L. ed. 660: 2380.
v. Chicago, M. & St. P. Ry. Co., C. C. A., 116 Fed. 969: 648.
v. Chicago, P. & St. L. Ry. Co., 143 Fed. 353: 1604.
v. Chin Ken, 183 Fed. 332: 2419.

[References are to pages.]

U. S. v. Chin Tong, 192 Fed. 485: 2419.
v. Chung Lee, 71 Fed. 277: 1516.
v. Chung Lee, in C. C. A., 76 Fed. 951: 1516.
v. Churchyard, 132 Fed. 82: 91, 111.
v. Cigars, 2 Fed. 494: 1311.
v. City of Elizabeth, 42 Fed. 45: 1468.
v. Clark, 1 Gallison, 497 Fed. Cas. No. 14,804: 1624.
v. Clark, 37 Fed. 106: 1667.
v. Clark, 96 U. S. 37, 24 L. ed. 696: 2314, 2331, 2558.
v. Clark, 129 Fed. 241: 444.
v. Clarke, 8 Pet. 436, 8 L. ed. 1001: 364.
v. Cleage, C. C. A., 161 Fed. 85: 1561, 1562, 1567.
v. Clough, C. C. A., 55 Fed. 373: 1621.
v. Clune, 62 Fed. 798: 1691.
v. Coal Dealers' Ass'n of California, 85 Fed. 252: 427.
v. Cohn, 142 Fed. 983: 2251.
v. Coit, 1 Car. L. Rep. 346, Fed. Cas. No. 14,829: 1690.
v. Cole, 134 Fed. 697: 1068, 1069.
v. Colgate, 21 Fed. 318: 856.
v. Collier, 3 Blatchf. 325: 1068.
v. Collins, 1 Woods, 499, Fed. Cas. No. 14,837: 1690, 1691, 1693.
v. Collins, 145 Fed. 709: 1095, 1106.
v. Collins, 146 Fed. 553: 1361, 1367, 1374.
v. Comet Oil & Gas Co., 187 Fed. 674: 1421.
v. Com'rs, 5 Wall. 563, 18 L. ed. 692: 1457, 1461.
v. Comstock, 161 Fed. 644: 2251.
v. Conant, 9 Reporter, 36, 25 Fed. Cas. No. 14,844: 1667.
v. Congress Construction Co., 222 U. S. 199: 189, 2362.
v. Conrad, 59 Fed. 458: 1667.
v. Converse, 63 Fed. 423: 1308.
v. Coppersmith, 4 Fed. 198: 1726.
v. Copper Queen Min. Co., 185 U. S. 495, 46 L. ed. 1008: 1596.
v. Cook, 5 Dillon, 453: 1481.
v. Cook, 17 Wall. 168, 21 L. ed. 538: 1706.
U. S. v. Coolidge, 1 Wheaton, 415, 4 L. ed. 124: 1616.
v. Cooper, 120 U. S. 124, 30 L. ed. 606: 2314.
v. Cooper, 196 Fed. 581, 578.
v. Cornell, 2 Mason, 91, Fed. Cas. No. 14, 868: 1670, 1721, 1723.
v. Cornell Steamboat Co., 202 U. S. 184, 50 L. ed. 987; affirming C. C. A., 137 Fed. 455: 370.
v. Corre, 23 L. Rep. 145: 1630.
v. Corwin, 129 U. S. 381, 386, 32 L. ed. 710, 711: 1064.
v. Coudert, C. C. A., 73 Fed. 505: 2410.
v. County of Clark, 95 U. S. 769, 24 L. ed. 545: 1454.
v. Crawford, 1 N. Y. Leg. Obs. 288, 2 Fed. Cas. No. 14,-890: 1725.
v. Crecilius, 34 Fed. 30: 1683.
v. Crnikshank, 92 U. S. 542, 557, 23 L. ed. 588: 1663.
v. Crusell, 12 Wall. 175, 20 L. ed. 384: 2347, 2515.
v. Curtis, C. C., S. D. N. Y.: 1744.
v. Curtis, 4 Mason, 232: 1721, 1722.
v. Curtis, 107 U. S. 671, 27 L. ed. 534: 2380.
v. Curtner, 26 Fed. 296, 298: 504, 505.
v. Curry, 6 How. 106, 12 L. ed. 363: 2448, 2469, 2574.
v. Dalcour, 203 U. S. 408, 423, 51 L. ed. 248, 251: 663, 720, 725, 726, 7409.
v. Dalles M. L. Co., 140 U. S. 599, 55 L. ed. 560: 648.
v. Dasal, 3 Phil. Rep. 6: 273.
v. Dashiel, 3 Wall. 688, 18 L. ed. 268: 2447.
v. Dastervignes, 118 Fed. 199: 429.
v. Dastervignes, C. C. A., 122 Fed. 30: 429.
v. Davenport's Heirs, 142 U. S. 704, 35 L. ed. 1174: 2499, 2505, 2508.
v. Davis, 5 Cranch, C. C. 622: 1513.
v. Davis, 6 Fed. 682: 1664.
v. Davis, 33 Fed. 621: 1675, 1676.
v. Davis, C. C. A., 54 Fed. 147: 314, 1280.

[References are to pages.]

U. S. v. Davis, 103 Fed. 457: 1673, 1730.
v. Davis, 131 U. S. 36, 39, 33 L. ed. 93, 94: 378, 2355, 2456, 2457.
v. Dawson, 15 How. 467, 487: 1723.
v. Dawson, 101 U. S. 569, 25 L. ed. 791: 1560, 2359.
v. DeCoursey, 82 Fed. 302: 1007.
v. Debs, 64 Fed. 724: 872, 1370, 1371.
v. De Goer, 38 Fed. 80: 739.
v. Delaware & Hudson Co., 213 U. S. 366, 53 L. ed. 836: 461.
v. Delaware, L. & W. R. Co., 40 Fed. 101, 105: 1452.
v. Denicke, 35 Fed. 407, 410: 1129.
v. Dennis, 1 Bond. 103, Fed. Cas. No. 14,949: 1654.
v. Devaughan, 3 Cranch, C. C. 84: 1358.
v. Devlin, 6 Blatchf. 71, Fed. Cas. No. 14,953: 1690.
v. DeWalt, 128 U. S. 393, 32 L. ed. 485: 1679.
v. Dickinson, 2 McLean, 325, Fed. Cas. No. 14,958: 1672, 1739.
v. Dietrich, 126 Fed. 664: 1676.
v. Dillin, C. C. A., 168 Fed. 813: 1544.
v. Dixon, 44 Fed. 401: 1689.
v. Dodge, 2 Gall. 313: 1370.
v. Doe, 127 Fed. 982: 1706.
v. Dolla, C. C. A., 177 Fed. 101: 2359, 2555.
v. Donaldson-Schultz Co., C. C. A., 148 Fed. 581: reversing, 142 Fed. 300: 660.
v. Doughty, 7 Blatchf. 424: 1616.
v. Douglas, 113 N. C. 190, 18 S. E. 202: 90, 96, 110.
v. Douglass, 2 Blatchf. 207, Fed. Cas. No. 14,989: 1690, 1693.
v. Dow, Taney, 34: 1693, 1722.
v. Duane, Wall. C. C. 102: 1354, 1370.
v. Duell, 172 U. S. 576: 267.
v. Dumas, 149 U. S. 278, 37 L. ed. 734: 1069.
v. Dunbar, C. C. A., 83 Fed. 151, 154, 27 C. C. A., 488: 1652, 1655, 1656, 1658.
U. S. v. Dunne, C. C. A., 173 Fed. 254, 19 Ann. Cas. 1145: 761, 2425, 2563.
v. Durland, 65 Fed. 408: 1675.
v. Durling, 4 Biss. 509, 510: 1102, 1109, 1323.
v. Eagan, 30 Fed. 608: 1691, 1694.
v. E. C. Knight Co., 156 U. S. 1, 39 L. ed. 325: 0917, 460.
v. Ecksford, 1 How. 250, 263, 11 L. ed. 120, 125: 1068.
v. Eddy, 28 Fed. 226: 573.
v. Edgerton, 80 Fed. 374: 1700, 1701, 1704.
v. Edme, 9 S. & R. (Pa.) 147: 605.
v. Edmondston, 181 U. S. 500, 45 L. ed. 971: 370, 2324.
v. Edwards, 1 McLean, 347: 1067.
v. Egan, 30 Fed. 608: 1737.
v. Eggleson, 4 Saw. 201: 1068.
v. 83 Sacks of Wool and 5,974 Sheepskins, 147 Fed. 747: 1352.
v. Eisenbeis, C. C. A., 112 Fed. 190: 154, 155, 1611.
v. Eliason, 16 Pet. 291, 10 L. ed. 968: 1566.
v. Elizabeth, 9 Rep. 232: 1463.
v. Elliott, 62 Fed. 801: 893.
v. Elliott, 64 Fed. 27, 35: 917.
v. Ellis, 185 Fed. 546: 601.
v. Ellsworth, 101 U. S. 170, 25 L. ed. 862: 2314.
v. Emerson, 4 Cranch, C. C. 188: 1356.
v. Emholt, 105 U. S. 414, 26 L. ed. 1077: 2356.
v. Engeman, 45 Fed. 546: 1614.
v. Engeman, 46 Fed. 898: 1614.
v. Eqe, 49 Fed. 852: 1684.
v. Erskine, 4 Cranch C. C. 299, Fed. Cas. No. 15,057: 1657, 1740.
v. Estudillo, 1 Wall. 710, 17 L. ed. 702: 2556.
v. Evans, 2 Fed. 147: 1624, 1652, 1657.
v. Evans, 5 Cranch, 280, 3 L. ed. 101: 2421, 2552.
v. Ewan, 40 Fed. 451: 1551, 1704.
v. Exporation Co., 190 Fed. 405: 640.
v. Farrington, 5 Fed. 343: 1700, 1701, 1704.

[References are to pages.]

U. S. v. Faw, 1 Cranch C. C. 486, Fed. Cas. No. 15,078: 1652, 1654.
v. Feely, 1 Brock. 255, Fed. Cas. No. 15,082: 1651, 1657.
v. Fero, 18 Fed. 901: 1673.
v. Fields, 4 Blatchf. 326: 737, 752, 778.
v. Fifty Barrels of Whiskey, 165 Fed. 966: 2018.
v. Fifty Boxes and Packages of Lace, 92 Fed. 601, 603, 604: 349, 1149, 1150, 1151, 1156, 1157, 1161.
v. 59,650 Cigars, C. C. A., 146 Fed. 130, affirming 138 Fed. 166: 2015.
v. Fish, 24 Fed. 585: 1679, 1680, 1682.
v. Fitts, 197 Fed. 1007: 648.
v. Five Boxes of Asafoetida, 181 Fed. 561, 564: 2018.
v. Fletcher, 147 U. S. 664, 37 L. ed. 322: 1319.
v. Fletcher, 147 U. S. 661, 667, 37 L. ed. 321, 323: 2301.
v. Fletcher, C. C. A., 60 Fed. 53: 378.
v. Flourney L. S. & R. E. Co., 69 Fed. 886: 505.
v. Folsom, 7 New Mexico, 532: 1676.
v. Ford, 99 U. S. 594, 25 L. ed. 399: 1616.
v. Forty-six Packages and Bags of Sugar, 183 Fed. 642, 644: 824, 827, 828, 2019.
v. Fossatt, 21 How. 445, 16 L. ed. 186: 1448, 2570.
v. Foster, 183 Fed. 626, C. C. A., 188 Fed. 305: 1733.
v. Four Lorgnette Holders, 132 Fed. 564: 1605.
v. Fowkes, 49 Fed. 50: 1515.
v. Fowkes, C. C. A., 53 Fed. 13, 14: 1515, 1519, 2410.
v. Fowler, 1 Phil. Rep. 614: 273.
v. Fox, 94 U. S. 315, 24 L. ed. 192: 1573.
v. Francis, 144 Fed. 520: 1585, 1586.
v. Franklin, 174 Fed. 163: 1617.
v. Freed, 179 Fed. 236: 1666.
v. Fremont, 18 How. 30, 15 L. ed. 302: 2510, 2570.
v. French, 57 Fed. 382: 1668, 1683, 1705.
U. S. v. Frerichs' Pl., 106 U. S. 160, 27 L. ed. 128: 2423.
v. Frerichs, 124 U. S. 315, 320, 31 L. ed. 471, 472: 2352.
v. Furlong, 5 Wheaton, 184: 1724.
v. Galbraith, 22 Howard, 89, 96, 16 L. ed. 321, 323: 2541.
v. Gael, 109 U. S. 65, 3 S. Ct. 1, 27 L. ed. 857: 1706, 1708, 2380.
v. Gardner, 5 Chicago Leg. News, 501, Fed. Cas. No. 15,187: 1690, 1693.
v. Gaston, 28 Fed. 848: 1674.
v. Gaussen, 19 Wall. 198, 22 L. ed. 41: 1066, 1067, 1068.
v. Gaussen, 19 Wall. 212, 214, 22 L. ed. 43: 1068.
v. Gear, 3 How. 120, 11 L. ed. 523: 864, 866.
v. Gee Lee, C. C. A., 50 Fed. 271: 2410.
v. George, 228 U. S. 14, 57 L. ed.—: 1752.
v. George Spraul & Co., C. C. A., 185 Fed. 405: 2012, 2013, 2014, 2018.
v. Germaine, 99 U. S. 508, 25 L. ed. 482: 2380.
v. Gibbons, 109 U. S. 200, 27 L. ed. 906: 2315.
v. Gibert, 2 Sumner, 19, Fed. Cas. No. 15,204: 1703, 1725.
v. Gibson, 188 Fed. 396: 1652.
v. Gillis, 95 U. S. 407, 24 L. ed. 503: 2322, 2323, 2328.
v. Gillies, 144 Fed. 991: 1429.
v. Gillmore, 189 Fed. 761: 2303.
v. Goggin, 1 Fed. 49: 1662.
v. Goldstein, 132 Fed. 789: 2132, 2140.
v. Goldstein's Sureties, 1 Dillon, 413, Fed. Cas. No. 15,226: 1655.
v. Gomez, 1 Wall. 690, 17 L. ed. 677: 1470, 2459, 2460, 2469, 2499, 2505.
v. Gomez, 3 Wall. 752, 18 L. ed. 212: 2305, 2402, 2491, 2504.
v. Gomez, 23 How. 326, 16 L. ed. 552: 2533, 2559.
v. Gooding, 12 Wheaton, 460, 6 L. ed. 693: 2553.
v. Goodrich, C. C. A., 54 Fed. 21: 2478.

[References are to pages.]

U. S. v. Goodwin, 7 Cranch, 108, 110, 3 L. ed. 284, 285: 2359.
v. Goodwin, 20 Fed. 237: 1739.
v. Gordon, 5 Blatchf. 18, Fed. Cas. No. 15,231: 1740.
v. Grant, 110 U. S. 225, 28 L. ed. 127: 2436, 2460.
v. Great Falls Mfg. Co., 112 U. S. 645, 28 L. ed. 846: 2302, 2305.
v. Green, 3 Mason, 482: 1481, 1507, 1513.
v. Green, 100 Fed. 941: 1628.
v. Green, 113 Fed. 683: aff'd. C. C. A., 154 Fed. 601; *certiorari* denied, 207 U. S. 596, 52 L. ed. 357: 1689.
v. Green, 196 Fed. 255: 1321.
v. Greene, 108 Fed. 816: 1631.
v. Greene, 113 Fed. 683, 694: 1692, 1697, 1707, 1708, 1709.
v. Griffith, 2 Cranch C. C. 666: 1066, 1067.
v. Griffith, 141 U. S. 212, 35 L. ed. 719: 2514, 2520.
v. Griswold, 12 Sawyer, 398: 2322.
v. Griswold, 30 Fed. 604: 2322.
v. Grizzard, 219 U. S. 180, 55 L. ed. 165, 31 L.R.A.(N.S.) 1135: 371, 372.
v. Grunberg, 131 Fed. 137, 138: 1703, 1704.
v. Guthrie, 17 How. 284, 15 L. ed. 102: 1456.
v. Gunning, 18 Fed. 511: 462.
v. Gunning, 22 Fed. 653: 462.
U. S. Gypsum Co. v. Hoxie, 172 Fed. 504: 821.
v. Haas, 5 Fed. 29: 1314.
v. Haas, 167 Fed. 211: 1631.
v. Hahn, 9 Fed. 755: 314.
v. Hall, C. C. A.: 1088.
v. Hall, 14 Fed. 324: 1670.
v. Hall, 53 Fed. 352: 1088.
v. Hall, 98 U. S. 343, 25 L. ed. 180: 2380.
v. Hamilton, 3 Dallas, 17, 1 L. ed. 490: 1651.
v. Hamilton, 8 Chicago Legal News, 211, Fed. Cas. No. 15,288: 1734.
v. Hammond, 2 Woods, 197, Fed. Cas. No. 15,294: 1707, 1708, 1709.
v. Hand, 6 McLean, 274, Fed. Cas. No. 15,296: 1654.
v. Hansee, 79 Fed. 303: 1671.
U. S. v. Harden, 10 Fed. 802, 4 Hughes, 455: 1732.
v. Hare, 2 Wheeler, Crim. Cas. 283, Fed. Cas. No. 15,304: 1703.
v. Harmon, 147 U. S. 268, 282, 37 L. ed. 164, 169: 376, 377, 1319.
v. Harper, 33 Fed. 471, 480: 1682.
v. Harrill, McAll. 243: 1063, 1069.
v. Harriman, 1 Hughes, 525: 1735.
v. Harsha, 188 Fed. 759: 332.
v. Harsha, 172 U. S. 567, 43 L. ed. 556: U. S. v. Ady, C. C. A., 76 Fed. 359: 378.
v. Hartwell, 3 Cliff. 221, 26 Fed. Cas. No. 15,318: 1711.
v. Haskell, 169 Fed. 449: 1698, 1701.
v. Haskins, 3 Sawyer, 262, Fed. Cas. No. 15,322: 1626, 1632.
v. Heike, 175 Fed. 852: 1099, 1713.
v. Heinze, 161 Fed. 425: 1670, 1682, 1684, 1685.
v. Heinze, 177 Fed. 770: 1701, 1704.
v. Heinze, 218 U. S. 532, 54 L. ed. 1139, reversing 183 Fed. 907: 1682.
v. Heinze, No. 2, 218 U. S. 547, 54 L. ed. 1145: 1751.
v. Henderlong, 102 Fed. 2: U. S. v. Sheridan, 119 Fed. 236: 91, 111.
v. Henkel, 185 Fed. 553: 1477, 2132.
v. Herr, 211 U. S. 406, 53 L. ed. 252: 2373, 2374.
v. Hess, 124 U. S. 483, 31 L. ed. 516: 2381.
v. Hewecker, 164 U. S. 46, 41 L. ed. 345: 2374.
v. Hewes, Crabbe, 307: 1541.
v. Hill, 120 U. S. 169, 30 L. ed. 627: 1312.
v. Hillirad, 3 McLean, 324: 1069.
v. Hills, 124 Fed. 831: 660.
v. Hirsch, 100 U. S. 33, 25 L. ed. 539: 2380.
v. Hodge, 13 How. 478, 14 L. ed. 231: 1069.
v. Hodgkin, 1 Cranch C. C. 510, Fed. Cas. No. 15,375: 1656.

[References are to pages.]

U. S. v. Hoffman, 4 Wall. 158, 18 L. ed. 354: 1444, 1445.
v. Hollis, 43 Fed. 248: 1093.
v. Holt, 168 Fed. 141: 1735, 1740.
v. Hopewell, C. C. A., 51 Fed. R. 798, 800: 2410, 2470, 2473.
v. Horner, 44 Fed. 677: 1632.
v. Horton, 2 Dillon, 94, Fed. Cas. No. 16,393: 1624.
v. Horton's Securities, 2 Dillon, 2 Dillon 94, Fed. Cas. No. 15,393: 1651.
v. Houston, 48 Fed. 207: 744.
v. Howell, 65 Fed. 402: 1672.
v. Howland, 4 Wheat. 108, 4 L. ed. 526: 449.
v. Hudson, 7 Cranch, 32, 3 L. ed. 259: 1616.
v. Hudson, 65 Fed. 68: 1652.
v. Hudson Mfg. Co., C. C. A., 200 Fed. 956: 2019, 2357.
v. Huggett, 40 Fed. 636, 644: 817, 1197.
v. Hughes, 161 Fed. 1021, 1023: 418.
v. Hughes, 175 Fed. 238: 1087, 1715, 1716.
v. Hughes, 11 How. 552, 568, 13 L. ed. 809, 816: 460.
v. Humason, 8 Fed. 71: 1064, 1067.
v. Hung Chang, C. C. A., 130 Fed. 439: 2410, 2420.
v. Hung Chang, C. C. A., 134 Fed. 19: 2358.
v. Hunt, 105 U. S. 183, 187, 26 L. ed. 1037, 1039: 1068.
v. Hunter, 15 Fed. 712: 1103, 1104.
v. Hyams, C. C. A., 146 Fed. 15: 377.
v. Illinois Surety Co., 195 Fed. 306: 642.
v. Insley, 130 U. S. 263, 32 L. ed. 968: 648.
v. Insurance Cos., 22 Wall 99, 22 L. ed. 816: 2320, 2326.
v. Insurgents, 2 Dallas, 335, 1 L. ed. 404: 1722.
v. Irvine, 98 U. S. 450, 25 L. ed. 193: 2380.
v. Ismenard, 1 Cranch C. C. 150, Fed. Cas. No. 15,450: 1740.
v. Jackalow, 1 Black, 484, 17 L. ed. 225: 1725.
U. S. v. Jackson, 2 Fed. 502: 1667.
v. Jackson, 25 Fed. 548: 1667.
v. Jacobi, 4 Am. L. T. R. 148, 151, 152: 1377, 1378, 1626, 1628, 1632.
v. Jacoby, 12 Blatchf. 491: 1672.
v. Jahn, 155 U. S. 109, 39 L. ed. 87: 314, 2364, 2365, 2366, 2381, 2414, 2417.
v. Jailer of Fayette County, 2 Abb. U. S. 265: 1441, 1513.
v. James, 60 Fed. 257: 1098.
v. Janes, 74 Fed. 543: 1675, 1707.
v. Jellico Mountain Coke & Coal Co., 43 Fed. 898: 18, 461, 912, 923.
v. Jellico Mountain Coke & Coal Co. 12 L.R.A. 753, 46 Fed. 432: 461.
v. Jenkins, C. C. A., 176 Fed. 672: 1607.
v. J. G. Johnson & Co., 145 Fed. 1018: 662.
v. J. L. Hopkins & Co., 199 Fed. 649: 1615, 1710, 1724.
v. J. Lindsay Wells Co., 186 Fed. 248: 2019.
v. J. Loewenthal & Co., C. C. A., 157 Fed. 777: 2477.
v. Joe, 4 Chicago Legal News, 105, Fed. Cas. No. 15,478: 1659.
v. John Kelso Co., 86 Fed. 304: 1646.
v. Johns, 1 Walsh. C. C. 363: 1077.
v. Johns, 4 Dall. 412, 1 L. ed. 888: 1077.
v. Johnson, 124 U. S. 236, 31 L. ed. 389, 8 Sup. Ct. R. 446: 375.
v. Joint Traffic Ass'n, 171 U. S. 505, 43 L. ed. 259: 17, 460, 893.
v. Jones, 31 Fed. 725: 1691.
v. Jones, 69 Fed. 973: 1673, 1690.
v. Jones, 109 U. S. 513, 27 L. ed. 1015: 1609.
v. Jones, 119 U. S. 477, 30 L. ed. 440: 2352, 2385.
v. Jones, 131 U. S. 1, 13: 375, 376, 2302, 2303, 2304.
v. Jones, 147 U. S. 672, 37 L. ed. 325: 1307.
v. Jones, 149 U. S. 262, 37 L. ed. 726: 1592.

[References are to pages.]

U. S. v. Jones, 8 Pet. 375, 8 L. ed. 979: 1067, 1068.
v. Jones, 3 Wash. C. C. 224, Fed. Cas. No. 15,495: 1651, 1654.
v. Jordan, 113 U. S. 418, 28 L. ed. 1013: 2304.
v. Jose, 63 Fed. 951: 1372.
v. Judges, Fed. Cas. No. 15,501: 1883, 1884.
v. Ju Toy, 198 U. S. 253, 49 L. ed. 1040: 2381, 1488, 1489.
v. Kagamer, 118 U. S. 375, 30 L. ed. 228: 2381.
v. Kane, 23 Fed. 748, 751: 999.
v. Kaufman, 96 U. S. 567, 24 L. ed. 792: 2304, 2324.
v. Kazinski, 2 Sprague, 7, 26 Fed. Cas. No. 15,508: 1674, 1675.
v. Keitel, 211 U. S. 370, 397, 53 L. ed. 230, 244: 2373, 3274.
v. Keiver, 56 Fed. 422: 1656, 1658.
v. Kelsey, 42 Fed. 882: 1666.
v. Kenworthy, C. C. A., 68 Fed. 904: 314.
v. Kerr, 196 Fed. 503: 365, 1454, 1615, 1623.
v. Kettenbach, 175 Fed. 463: 784, 785, 786.
v. Kilpatrick, 16 Fed. 765: 1700, 1701, 1738, 1739.
v. Kimball, 117 Fed. 156: 1096, 1098.
v. King, 74 Fed. 493: 1456.
v. King, 147 U. S. 676, 37 L. ed. 328: 1297, 1309, 1312.
v. King, 7 How. 833, 854, 12 L. ed. 934, 943: 2541.
v. Kirk, 199 U. S. 607, 50 L. ed. 331: 189.
v. Kissel, 218 U. S. 601, 54 L. ed. 1168: 1751.
v. Klingenberg, 153 U. S. 93, 38 L. ed. 647: 314.
v. Knight, 1 Black, 488, 17 L. ed. 80: 2533.
v. Knight, 14 Pet. 301, 10 L. ed. 465; U. S. v. Arnold, C. C. A., 69 Fed. 987: 1542.
v. Knox, 128 U. S. 230, 234, 32 L. ed. 465, 467: 2301.
v. Krall, 174 U. S. 385, 43 L. ed. 1017: 2377.
v. Kuhn, 4 Cranch C. C. 401: 1067.
U. S. v. Kurtz, 164 U. S. 49, 41 L. ed. 346: 1308, 1310.
v. Laam, 149 Fed. 581: 557.
v. Labette County, 7 Fed. 318: 1454, 1465.
v. Lacher,, 134 U. S. 624, 33 L. ed. 1080: 2381.
v. Lafontaine, 4 Cranch, C. C. 173: 1047.
v. Lair, C. C. A., 195 Fed. 47: 1476, 1478, 1711, 1740.
v. Lamar, 116 U. S. 423, 29 L. ed. 677: 1459.
v. La Plant, 200 Fed. 92: 244.
v. Larkin, C. C. A., 153 Fed. 113: 187.
v. Larkin, 208 U. S. 333, 52 L. ed. 517: 2364, 2365, 2366.
v. Larkin, 18 How. 557, 15 L. ed. 485: 2548.
v. La Roque, C. C. A., 198 Fed. 645: 640.
v. Lawrence, 13 Blatchf. 295, Fed. Cas. No. 15,573: 1710.
v. Lawrence, 4 Cranch C. C. 518, Fed. Cas. No. 15,577: 1650.
v. Laws, 2 Lowell, 115, Fed. Cas. No. 15,579: 1660.
v. Lawson, 101 U. S. 164, 25 L. ed. 860: 370.
v. Lawton, 110 U. S. 146, 28 L. ed. 100: 2314.
v. Le Bris, 121 U. S. 278, 30 L. ed. 946: 2381.
v. Leckie, 1 Sprague, 227, Fed. Cas. No. 15,583: 1732.
v. Lee, 184 Fed. 651: 2418, 2419, 2420, 2479, 2538.
v. Lee, 106 U. S. 196, 223, 27 L. ed. 171, 182: 383, 384.
v. Lee, 4 McLean, 103: 1616.
v. Lee County, 2 Biss. 77: 1467.
v. Lee Yen Tai, C. C. A., 108 Fed. 950: 2527.
v. Lee Yen Tai, C. C. A., 113 Fed. 465: 1521, 2415, 2416.
v. Lehigh Valley R. Co., 176 Fed. 1015: 2567.
v. Lehigh Valley R. R. Co., 220 U. S. 257, 55 L. ed. 458: 18, 461, 722.
v. Leonard, 2 Fed. 669, 18 Blatch. 187: 1731.
v. Lewis, 192 Fed. 633: 1692, 1693, 1695, 1698, 1700, 1703, 1704, 1705.
v. Lewis, 200 U. S. 1, 50 L. ed. 343: 1475.

[References are to pages.]

U. S. v. Lew Poy Dew, 119 Fed. 786: 1071.
v. Liberman, 176 Fed. 161: 2106, 2124, 2136, 2137.
v. Liddle, 2 Wash. 205: 1063.
v. Lies, 74 Fed. 546: 314.
v. Lies, 170 U. S. 628, 42 L. ed. 1170: 314.
v. Lim Jew, 192 Fed. 644: 2419, 2420.
v. Lippitt, 100 U. S. 663, 25 L. ed. 747: 2314.
v. Lipsett, 156 Fed. 65: 1475.
v. London, 176 Fed. 976: 1660, 1695, 1698, 1703, 1739.
v. Lotridge, 1 McLean, 246: 1425.
v. Louis, 149 Fed. 277: 1652.
v. Louisiana, 123 U. S. 32, 31 L. ed. 69: 354, 2309.
v. Louisiana, 127 U. S. 182, 32 L. ed. 66: 2309, 2314.
v. Louisville, &c., Canal Co., 4 Dill. 601, Fed. Cas. No. 15,633: 812.
v. Louisville & N. R. Co., 177 Fed. 780: 211, 229, 812, 1695.
v. Louisville & N. R. Co., (Comm. Ct.) 195 Fed. 88: 299.
v. Louisville & P. C. Co., 4 Dill. 601: 812.
v. Lumsden, 1 Bond, 5, Fed. Cas. No. 15,641: 1626.
v. Lyman, 190 Fed. 414: 1629.
v. Lyman, 1 Mason, 482, Fed. Cas. No. 15,647: 1428.
v. Lynah, 188 U. S. 445, 47 L. ed. 539: 367, 371, 372.
v. Lynch, 137 U. S. 280, 34 L. ed. 700: 2387.
v. Mackenzie, 1 N. Y. Legal Observer, 227, Fed. Cas. No. 15,690: 1619, 1632.
v. Macon County, 99 U. S. 582, 25 L. ed. 331: 1454.
v. Maguire, 3 Cent. Law J. 273, Fed. Cas. No. 15,708: 1677.
v. Maney, 61 Fed. 140: 1443.
v. Mann, 2 Brock. 9: 1354, 1361.
v. Mansour, 170 Fed. 676: 0019.
v. Manufacturing Apparatus, etc., of N. J. Melting & Churning Co., 141 Fed. 475: 2015.
v. Marich, 44 Fed. 10: 946.
U. S. v. Marrin, 159 Fed. 767: 1585, 1586.
v. Martin, 2 Paine, 68: 1067.
v. Martin, 17 Fed. 150, 9 Sawyer, 90: 1624, 1732.
v. Massachusetts Bonding & Ins. Co., 198 Fed. 923: 0012, 830, 835.
v. Maxwell, 3 Dillon, 275, Fed. Cas. No. 15,750: 1659.
v. May, 2 McArthur, 512: 1740.
v. Mayo, 1 Curtis, 433, Fed. Cas. No. 15,754: 1732.
v. Maxwell, 3 Dill. 275: 1615.
v. McAvoy, 4 Blatchf. 418: 1616.
v. McAvoy, 18 How. Pr. 380, 382, 4 Blatchf. 418, Fed. Cas. No. 15,654: 1668, 1669.
v. McCandless, 147 U. S. 692, 37 L. ed. 334: 1307, 1309.
v. McClay, 4 Cent. L. J. 255: 1479.
v. McClure, 107 Fed. 268: 1740.
v. McCoy, 193 U. S. 593, 48 L. ed. 805: 1064, 1069, 1070.
v. McCrory, C. C. A., 91 Fed. 295: 2507.
v. McDonald, 128 U. S. 471, 32 L. ed. 506: 375, 2302.
v. McDonald, 3 Dillon, 543, Fed. Cas. No. 15,670: 1674.
v. McFarlane, 1 Cranch C. C. 163: 1672.
v. McGee, 171 Fed. 209: 0012, 189, 642, 830.
v. McGill, 1 Wash C. C., 463: 1725.
v. McGinnis, 1 Abb. U. S. 120, 26 Fed. Cas. No. 15,678: 1675, 1676.
v. McGlashen, 66 Fed. 537: 1658.
v. McIlie, 194 Fed. 894: 575, 1623.
v. McKee, 91 U. S. 442, 23 L. ed. 326: 2350.
v. McKnight, 112 Fed. 982: 1738.
v. McLaughlin, (C. C.) 24 Fed. 823: 625, 686.
v. McLemore, 4 How. 286, 11 L. ed. 977: 894.
v. McMahon, 195 Fed. 296: 1056 .
v. McRae, L. R. 4 Eq. 327: 1123.
v. McVickar, 164 Fed. 894: 1675.

[References are to pages.]

U. S. v. Meldrum, 146 Fed. 390: 1583.
v. Memphis & L. R. R. Co., 6 Fed. 237: 1363.
v. Merchants' & Miners' Transp. Co., 187 Fed. 355: 1694, 1704, 1708.
v. Mexican Nat. Ry. Co., 40 Fed. 769: 0014.
v. Michigan Cent. R. Co., 122 Fed. 544: 549.
v. Milwaukee Refrigerator Transit Co. et al., 145 Fed. 1007: 463.
v. Miller, 187 Fed. 369: 1692.
v. Milliken Imprinting Co., 202 U. S. 168, 174, 50 L. ed. 980, 983: 2303.
v. Mills, 15 Int. Rev. Rec. 18: 1672.
v. Mills, 185 Fed. 318: 1097, 1623.
v. Mills, C. C. A., 190 Fed. 513, 515: 489.
v. Mingo, 2 Curtis, 1: 1725.
v. Minn. & N. W. R. Co., 18 How. 241, 15 L. ed. 347: 2514, 2515.
v. Minor, 114 U. S. 233, 29 L. ed. 110: 557, 460.
v. Miss. & R. R. Boom Co., 3 Fed. 548: 866.
v. Mitchell, 2 Wash. 478: 1073, 1074.
v. Moller, 16 Blatchf. 65, Fed. Cas. No. 15,794: 1712.
v. Morgan, C. C. A., 64 Fed. 4: 378.
v. Morgan, 131 U. S. clxiv, 19 L. ed. 256: 2547.
v. Morgan, 181 Fed. 587, aff'd. 222 U. S. 274, 56 L. ed. 198: 2018, 2019.
v. Moore, 2 Low. 232: 1084.
v. Moore, 3 MacA. 226, 233: 2350.
v. Moore, 11 Fed. 248: 1665, 1666.
v. Morris' Heirs, 153 Fed. 240: 2482.
v. Morrissey, 32 Fed. 147: 1664.
v. Morrisson, 4 Pet. 124, 7 L. ed. 804: 1568.
v. Morse, C. C. A., Second Circuit, Nov. 1: 1653.
v. Morse (C. C.), S. D. N. Y., Nov. 6, 1908: 1654.
v. Morse, 161 Fed. 429: 437: 1670.
U. S. v. Morse, C. C. A., 174 Fed. 539, 541: 1744.
v. Morse, 161 Fed. 429: 1680, 1682, 1684.
v. Morton, C. C. A., 65 Fed. 204: 1304.
v. Mosby, 133 U. S. 273, 281, 33 L. ed. 625, 628: 2354, 2385, 2444.
v. Moy Yee Tai, C. C. A., 109 Fed. 1: 2470.
v. Mullan, 10 Fed. 785: 464.
v. Murphy, 82 Fed. 983: 1440, 1656.
v. Myers, 2 Brock. 516: 317.
v. Myers, Fed. Cas. No. 15,844 (2 Brock. 516): 121.
v. Nakashima, C. C. A., 160 Fed. 842, § 20: 1491.
v. National Bank, 73 Fed. 379: 332.
v. National Surety Co., 168 Fed. 314: 1324.
v. Neeley, 146 Fed. 763: 173, 1536.
v. Neely, 178 Fed. 748: 1654.
v. Nelson, 29 Fed. 202: 1664, 1665, 1666.
v. Neverson, 1 Mackey, D. C. 152: 1722.
v. Nevin, 199 Fed. 831: 1692, 1708, 1710.
v. Newth, 149 Fed. 302: 217.
v. New Orleans, 8 Fed. 112: 2486.
v. New Orleans, 17 Fed. 482: 1453, 1463.
v. New York, 160 U. S. 598, 40 L. ed. 551: 2310.
v. N. Y. Cent. & H. R. R. Co., C. C. A., 164 Fed. 324: 1749, 2425.
v. N. Y. & Cuba Mail S. S. Co., 200 U. S. 488, 50 L. ed. 569: 369.
v. N. Y. Indians, 173 U. S. 464, 43 L. ed. 769: 2571.
v. Nine Barrels of Olives, 179 Fed. 983: 2018.
v. Noojin, 155 Fed. 377: 1348, 1353.
v. Norris, 44 Fed. 740: 1596.
v. Noelke, 1 Fed. 426: 1668.
v. M. G. Lloyd S. S. Co., 185 Fed. 158: 1491.
v. No. Pac. R. Co., 134 Fed. 715: 189, 445.

[References are to pages.]

U. S. v. Northern Pac. Ry. Co., 177 U. S. 435, 439, 441, 44 L. ed. 836: 333, 463.
v. Northern Securities Co., 128 Fed. 808: 834.
v. Northway, 120 U. S. 327, 30 L. ed. 664: 1679, 1688, 2381.
v. Norsch, 42 Fed. 417: 462, 480.
v. Nourse, 9 Pet. 8, 9 L. ed. 31: 895.
v. Nye, 4 Fed. 888: 1615, 1674.
v. O'Brien, 120 Fed. 446, 448: 91.
v. O'Callahan, 6 McLean, 596: 1675.
v. Ojala, C. C. A., 182 Fed. 51: 0018, 1101.
v. O'Keefe, 11 Wall. 178, 20 L. ed. 131: 2309.
v. Old Settlers, 148 U. S. 427, 463, 464, 37 L. ed. 509, 522, 523: 430, 2350, 2354, 2361.
v. Olsen, 57 Fed. 579: 1712.
v. One Case, 1 Paine, 400: 1148.
v. One Case of Silk, 4 Bin. 526: 1954.
v. One Raft, 13 Fed. 796: 2014.
v. One Trunk, 155 Fed. 651: 1427, 1605.
v. Oregon C. Co., 103 Fed. 549: 660.
v. O'Sullivan, Fed. Cas. No. 15,974: 1703.
v. Oswego, 28 Fed. 55: 1463.
v. Pacific Railroad, 4 Dillon, 66: 1428.
v. Palmer, 128 U. S. 262, 32 L. ed. 442: 383, 2307, 2308.
v. Parrott, 1 McAll. 447: 796, 797, 865, 909, 918, 1150, 1151, 1152, 1157.
v. Pattern, 226 U. S. 525, 57 L. ed. —: 0018, 461, 1752.
v. Patterson, 6 McLean, 466, Fed. Cas. No. 16,011: 1677.
v. Patterson, 26 Fed. 509: 1356.
v. Patterson, 29 Fed. 775: 1478, 1515, 2531.
v. Patterson, 55 Fed. 605: 893.
v. Patterson, 59 Fed. 280, 281: 1705, 1706.
v. Patty, 2 Fed. 664: 1675.
v. Paul, 6 Peters 141, 143, 8 L. ed. 348, 349: 1617.
v. Payne, 147 U. S. 687, 37 L. ed. 332: 1297, 1307, 1308, 1309.
U. S. v. Pearson, 24 Blatchf. 453: 1455.
v. Pecke, C. C. A., 153 Fed. 166: 1741.
v. Peckham, 143 Fed. 625, 628: 1484.
v. Perchman, 7 Pet. 51, 8 L. ed. 604: 1064.
v. Perot, 98 U. S. 428, 25 L. ed. 251: 1054.
v. Peterson, 1 W. & M. 305: 1672, 1739.
v. Peterson, 64 Fed. 145: 262.
v. Peters, 5 Cranch, 115, 3 L. ed. 53: 1448.
v. Petit, 11 Fed. 58: 1650, 1655.
v. Penschel, 116 Fed. 642: 1689, 1706.
v. Phila. & R. R. Co., 123 U. S. 113, 31 L. ed. 138: 1550, 1557.
v. Phillips, 6 Pet. 776, 8 L. ed. 578: 2470, 2516.
v. Phillips, C. C. A., 17 Fed. 824: 2471.
v. Phillips, C. C. A., 107 Fed. 824: 841.
v. Pickett, 1 Bond, 123, Fed. Cas. No. 16,043: 1655.
v. Pierson, C. C. A., 145 Fed. 814: 1066.
v. Pings, 4 Fed. 714: 1156.
v. Pinson, 102 U. S. 548, 26 L. ed. 226: 1067.
v. Pitman, 147 U. S. 669, 37 L. ed. 324: 1312.
v. Plaistow, 189 Fed. 1006: 158.
v. Polite, 35 Fed. 58: 1569, 1661.
v. Pomeroy, 152 Fed. 279: 739, 1749.
v. Pope, 24 Int. Rev. Rec. 29: 1626, 1630.
v. Port of Mobile, 12 Fed. 768: 1455.
v. Port of Portland, 147 Fed. 865: 388.
v. Potter, 6 McLean, 186 Fed. Cas. No. 16,078: 1739.
v. Potter, 56 Fed. 83: 1662, 1663, 1664, 1667, 1683, 1684, 1685.
v. Praeger, 149 Fed. 474: 1110.
v. Pratt C. & C. Co., 18 Fed. 708: 356, 401, 414, 473, 474, 514, 557, 1181, 1183.
v. Prentis, 182 Fed. 834: 1491.

[References are to pages.]

U. S. v. Press Pub. Co., 219 U. S. 1, 55 L. ed. 65: 1617.
v. Price, C. C., S. D. N. Y. August, 1908, N. Y. L. J. Sept. 9, 1908: 1700, 1704, 1718, 1722.
v. Price, 2 Wash. 356: 1156.
v. Price, 3 Hall, L. J. 121, Fed. Cas. No. 16,088: 1690.
v. Price, 96 Fed. 960: 1098.
v. Price, 163 Fed. 904: 1660, 1702.
v. Pridgeon, 153 U. S. 48, 63, 38 L. ed. 631, 637: 1380, 1477, 1479, 2381.
v. Pugh, 99 U. S. 265, 25 L. ed. 322: 2558.
v. Radowitz, 8 Rep. 263: 1066.
v. Ramsay, 120 U. S. 214, 30 L. ed. 582: 2304.
v. Ramsey, 158 Fed. 488: 1566.
v. Ramsey, C. C. A., 197 Fed. 144: 1007.
v. Rand, C. C. A., 53 Fed. 348: 376.
v. Rathbone, 2 Paine, 578: 1550, 1565.
v. Ranscher, 119 U. S. 407, 30 L. ed. 425: 2381.
v. Ravara, 2 Dall. 297, 1 L. ed. 388: 4.
v. Reading Co., 183 Fed. 427: 509, 1073.
v. Reading Co., 226 U. S. 324, 57 L. ed. 90: 0018, 461.
v. Rea-Read Mill & Elevator Co., 171 Fed. 501: 11, 463, 502, 505.
v. Reaves, C. C. A., 126 Fed. 127, 60 C. C. A. 675; reversing 121 Fed. 818: 1501.
v. Reddin, 193 Fed. 798: 1629, 1724.
v. Redfern, 186 Fed. 603: 1499.
v. Reed, 2 Blatchf. 435, 455, Fed. Cas. No. 16,134: 1690, 1691, 1693, 1696, 1700.
v. Reed, 53 Fed. 405: 462.
v. Reese, 166 Fed. 347: 690.
v. Reid, 12 How. 361, 13 L. ed. 1023: 1088, 1584, 1615, 1716.
v. Rice, S. D. N. Y. October, 1911: 1096, 1097.
v. Rice, 192 Fed. 720: 1652.
v. Rice, 195 Fed. 171: 1586.
v. Richardson, 28 Fed. 61: 1693, 1702.
v. Rider, 163 U. S. 132, 41 L. ed. 101: 2371, 2380.
U. S. v. Ridgway, 199 Fed. 286: 1665, 1667, 1672, 1673.
v. Riley, 104 Fed. 275: 739.
v. Ringgold, 8 Pet. 150: 1315.
v. Rio Grande D. & I. Co., 174 U. S. 690, 698, 43 L. ed. 1136, 1139: 1056.
v. Rio Grande Dam & Irrig. Co., 184 U. S. 416, 46 L. ed. 619: 2541.
v. Robertson, C. C. A., 183 Fed. 711: 1562.
v. Rodgers, C. C. A., 191 Fed. 970: 1499.
v. Rogers, 23 Fed. 658: 1480, 1631.
v. Rogers, 164 Fed. 520: 1737, 1738.
v. Rondeau, 16 Fed. 109: 1693, 1694.
v. Rose, 14 Fed. 681: 1425.
v. Rose, 166 Fed. 999: 480.
v. Rosenberg, 7 Wall. 580, 19 L. ed. 263: 1710.
v. Rosenthal, 121 Fed. 862: 1700, 1701, 1704.
v. Rosenwald, C. C. A., 67 Fed. 323: 314.
v. Rothstein, C. C. A., 187 Fed. 268: 1607.
v. Rundlett, 2 Curtis, 11, Fed. Cas. No. 16,208: 1624, 1625, 1651.
v. Runscher, 119 U. S. 407, 30 L. ed. 425: 1483.
v. Russell, 13 Wall. 623, 20 L. ed. 474: 371, 375.
v. Ryder, 110 U. S. 729, 4 Sup. Ct. 196, 28 L. ed. 308: 1655.
v. Salisbury, 157 U. S. 121, 39 L. ed. 642: 438.
v. Sampeyreae, Hempst. 118: 1407, 1408, 1412, 1414.
v. Sampson, 187 U. S. 436, 47 L. ed. 248: 1950.
v. Sanborn, 28 Fed. 299, 301, 302: 1321, 1322, 1324.
v. Sanborn, 135 U. S. 271, 34 L. ed. 112: 1279.
v. Sanges, 144 U. S. 310, 36 L. ed. 445: 1750, 2373.
v. Sapiukow, 90 Fed. 654: 1619.
v. Sargent, C. C. A., 162 Fed. 81: 1610, 1611, 1612.
v. Sauer, 73 Fed. 671: 1651, 1655.
v. Saunders, C. C. A., 79 Fed. 407: 377.

[References are to pages.]

U. S. v. Savage, 91 Fed. 490: 1481.
v. Savings Bank, 104 U. S. 728, 26 L. ed. 908: 2304.
v. Schofield, 1 Cranch, C. C. 130: 1377.
v. Schofield Co., 182 Fed. 240: 189.
v. Schroeder, 14 Blatchf. 344: 1746.
v. Schumann, 2 Abb. U. S. 523, Fed. Cas. No. 16,235: 1616, 1626.
v. Schurman, 177 Fed. 581: 2019.
v. Schurz, 102 U. S. 378, 394, 26 L. ed. 167, 171: 265, 783, 1443, 1456, 1459, 1461.
v. Schurz, 102 U. S. 407, 26 L. ed. 175: 1459, 1466.
v. Scott, 4 Bissell, 29: 1673.
v. Scott, 3 Woods, 334: 1059.
v. Scott, 25 Fed. 470: 1064.
v. Scott, 74 Fed. 213, 216: 1670, 1671.
v. Scott, 148 Fed. 431: 1580.
v. Scroggins, 3 Woods, 529: 1379.
v. Seagrist, 4 Blatchf. 420, Fed. Cas. No. 16,245: 1677.
v. Searles, 25 Wash. Law Rep. 384: 1109, 1110.
v. Seven Hundred and Seventy-nine Cases of Molasses, C. C. A., 174 Fed. 325: 2357.
v. Seventy-Five Boxes of Alleged Pepper, 198 Fed. 934: 2018.
v. Severens, C. C. A., 71 Fed. 768: 1446, 2412.
v. Shackleford, 18 How. 588, 15 L. ed. 495: 1690, 1693.
v. Shapleigh, C. C. A., 54 Fed. 126, 137: 2548, 2556.
v. Sharp, Peters C. C. 131, Fed. Cas. No. 16,265: 1673, 1739.
v. Shepard, 1 Abb. U. S. 431, Fed. Cas. No. 16,273: 1618, 1623, 1626, 1628, 1659.
v. Shepherd, 1 Hughes, 520, Fed. Cas. No. 16,274: 1732, 1740.
v. Sheridan, 119 Fed. 236: 91.
v. Sherman, 98 U. S. 565, 25 L. ed. 235: 1350, 1351, 1352.
v. Shipley, C. C. A., 197 Fed. 265: 370, 384.
U. S. v. Shipp, 203 U. S. 563, 574, 51 L. ed. 319, 324, 8 Ann. Cas. 265: 1364, 1370, 1373.
v. Sibray, 178 Fed. 144: 1499, 1500.
v. Simmons, 14 L.R.A. 78, 47 Fed. 575: 1655.
v. Simmons, 47 Fed. 723, 14 L.R.A. 78: 1654.
v. Sims, 161 Fed. 1008: 1087, 1093, 1715.
v. Sing Tuck, 194 U. S. 161, 48 L. ed. 917: 1489.
v. Six Hundred and Fifty Cases of Tomato Catsup, 166 Fed. 773: 2019.
v. Sixty-five Casks Liquid Extracts, 170 Fed. 449, aff'd, C. C. A., 175 Fed. 1022, 99 C. C. A. 661: 2018.
v. Skinner, 2 Wheeler, Crim. Cas. (N. Y.) 232, Fed. Cas. No. 16,309: 1619.
v. Slenker, 32 Fed. 691: 1666, 1667.
v. Smith, 4 Day (Conn.), 121: 1143, 1146.
v. Smith, 2 Cranch C. C. 111, Fed. Cas. No. 16,326: 1627.
v. Smith, 3 Cranch, C. C. 66: 1315.
v. Smith, 4 Cranch C. C. 727, Fed. Cas. No. 16,330: 1655.
v. Smith, 17 Fed. 510: 1625, 1736.
v. Smith, 35 Fed. 490: 1067.
v. Smith, 40 Fed. 755: 1659.
v. Smith, 44 Fed. 405: 1315.
v. Smith, 94 U. S. 214, 24 L. ed. 115: 2557.
v. Snyder, 14 Fed. 554: 1069.
v. Societe Anonyme des Anciens Establissements Cail, 224 U. S. 309, 56 L. ed. 778: 383.
v. Sondheim, 188 Fed. 378: 2151, 2235.
v. So. Pac. R. Co., 56 Fed. 865: 1279, 2560.
v. Southern Pac. R. Co., 63 Fed. 481: 194, 594.
v. Southern Pac. Co., 172 Fed. 909: 1295, 1315, 1321.
v. Southmayd, 6 Bissell, 321: 1722.
v. Spiegel, 116 U. S. 270, 29 L. ed. 664: 2381.
v. Spintz, 18 Fed. 377: 1672.

[References are to pages.]

U. S. v. S. P. Shotter Co., 110 Fed. 1: 134.
v. Standard Oil Co., 170 Fed. 988: 1694.
v. Standard Oil Co. of Indiana, 154 Fed. 728: 1646.
v. Standard Oil Co. of Indiana, 155 Fed. 305, 317: 1743.
v. Standard Oil Co. of New Jersey, 152 Fed. 290: 187.
v. Standard Sanitary Mfg. Co., 187 Fed. 232: 1099, 1136.
v. Standard Sanitary Mfg. Co., 191 Fed. 172: 404.
v. State, 143 U. S. 621, 36 L. ed. 285: 462.
v. State Bank, 96 U. S. 30, 24 L. ed. 647: 370.
v. St. Charles Co., 31 Fed. 442: 1341.
v. Steffens et al., 100 U. S. 82, 25 L. ed. 550: 2380.
v. Stephenson, Fed. Cas. No. 16,386, 1 McLean, 462: 1853.
v. Stern, 177 Fed. 479: 1101, 1628, 1719.
v. Stern, 186 Fed. 854: 2252.
v. Stetson, 3 W. & M. 164: 1672.
v. Stevens, 16 Fed. 101: 1657.
v. Stevenson, 215 U. S. 190, 54 L. ed. 153: 1752.
v. Stinson, 197 U. S. 200, 49 L. ed. 724: 648.
v. St. Louis Coffee & Spice Mills, 189 Fed. 191: 2019.
v. St. Louis, I. M. & S. Ry. Co., C. C. A., 169 Fed. 73: 1559.
v. Stone, 2 Wall. 525, 17 L. ed. 765: 1528.
v. Stone, 8 Fed. 232: 1677.
v. Stone, C. C. A., 187 Fed. 577, 580: 1334, 1336, 1337.
v. Stone, 188 Fed. 836: 1665.
v. Stone, 106 U. S. 525, 27 L. ed. 163: 1066, 1068.
v. Stone & Downer Co., C. C. A., 175 Fed. 33, 35: 2474, 2540.
v. Stowell, 2 Curtis, 153, Fed. Cas. No. 16,409: 1694, 1703.
v. Strauss Bros. & Co., 128 Fed. 473: 313.
v. Sturgis, 14 Fed. 810: 1427.
v. Sup'rs of Labette County, 7 Fed. 318: 1467, 1468.
U. S. v. Sutton, C. C. A., 47 Fed. 129: 2365.
v. Swan, C. C. A., 65 Fed. 647, 649: 2361, 2363, 2364, 2412.
v. Sweeney, 95 Fed. 434, 446: 1364.
v. Sweet, 1 Phil. Rep. 18: 273.
v. Swift, C. C. A., 139 Fed. 225, 226: 367, 377.
v. Swift, 186 Fed. 1002, 1018: 1096, 1099, 1710.
v. Taft, 203 U. S. 461, 51 L. ed. 269: 2387.
v. Tallman, 10 Blatchf. 21, Fed. Cas. No. 16,429: 1690, 1693, 1704.
v. Tan Bauco, 4 Phil. Rep. 325: 274.
v. Taylor, 157 Fed. 718: 1605, 1606.
v. Taylor, 147 U. S. 695, 37 L. ed. 335: 1307, 1308, 1309, 1601.
v. Terminal R. Ass'n, 148 Fed. 486: 1103, 1361.
v. Terminal R. Ass'n, 154 Fed. 268: 1103.
v. Terminal Ass'n of St. Louis, 197 Fed. 446: 1194.
v. Terminal R. R. Ass'n. of St. Louis, 224 U. S. 383, 56 L. ed. 810: 461.
v. Terry, 39 Fed. 355: 1701, 1704.
v. Tetlow, 2 Lowell, 159: 1541, 1542.
v. Texas, 143 U. S. 621, 36 L. ed. 285: 6, 384.
v. The Dago, C. C. A., 63 Fed. 182: 1398, 2534.
v. The Haytian Republic, 57 Fed. 508: 1965, 2014.
v. The Haytian Republic, C. C. A., 59 Fed. 476: 2014.
v. The Little Charles, 1 Brock. 380: 812.
v. The Matilda, Fed. Cas. 15,741, Brun. Col. Cas. 5 Hughes 44: 1971.
v. The Nuestra Senora De Regla, 108 U. S. 92, 27 L. ed. 662: 2574.
v. The Peggy, 1 Cranch, 103, 2 L. ed. 49: 2551.
v. The Reindeer, 2 Cliff. 57: 1954.
v. The Three Friends, 166 U. S. 1, 41 L. ed. 897: 2382.
v. Thomas, 151 U. S. 577, 581, 38 L. ed. 276, 277: 2381.

[References are to pages.]

U. S. v. Thompson, Glip. 614: 749.
v. Thompson, 1 Sumner, 168: 1725.
v. Thompson, 2 Crane Ch. C. 409, Fed. Cas. No. 16,484: 1621.
v. Thompson, 98 U. S. 486, 25 L. ed. 194: 647.
v. Thompson, 189 Fed. 838: 1713.
v. 300 Cans of Frozen Eggs, C. C. A., 189 Fed. 351: 2019.
v. Three Hundred Barrels of Alcohol, 1 Ben. 72: 1317.
v. Throckmorton, 98 U. S. 61, 71, 25 L. ed. 93, 97: 464.
v. Tilden, 9 Benedict, 368: 1428.
v. Tilden, 10 Ben. 170: 1144.
v. Tilden, 10 Ben. 566: 1143, 1144, 1473.
v. Tilden, 25 Int. Rev. R. 352: 1101.
v. Tilden, Fed. Cas. No. 16,522: 1141, 1144.
v. Tinsley, C. C. A., 75 Fed. 369: 378.
v. Tisdale, 114 Fed. 883: 377.
v. Town-Maker, Hemp. 299: 1627.
v. Trans-Missouri Freight Ass'n, 166 U. S. 290, 41 L. ed 1007: 17, 460, 893, 2375, 2442.
v. Treadwell, 15 Fed. 532: 1278.
v. Trinidad Coal & Coake Co., 137 U. S. 160, 34 L. ed. 640: 462, 557.
v. Tubbs, 94 Fed. 356: 1739.
v. Turcaud, 20 Fed. 621: 1618, 1619, 1659.
v. Turner, 50 Fed. 734: 715, 1437.
v. Tuska, 14 Blatchf. 5, Fed. Cas. No. 16,550: 1690, 1704.
v. Twenty Cases of Grape Juice, C. C. A., 189 Fed. 331, 334: 2018.
v. Two Bales of Rugs, 167 Fed. 689: 2015.
v. Two Barrels of Desiccated Eggs, 185 Fed. 302: 2014, 2018, 2019.
v. Tyler, 7 Cranch, 285, 3 L. ed. 344: 2380.
v. Uhl, 203 Fed. 152: 1490.
v. U. P. R. Co., 2 Dill. 527: 1462, 1451, 1464.
U. S. v. Union Pac. R. Co., 4 Dill. 479: 1465.
v. U. P. R. Co., 91 U. S. 72, 23 L. ed. 224: 1462.
v. Union Pac. R. Co., 98 U. S. 569, 25 L. ed. 143: 454, 460, 510, 1544.
v. Union Pac. Ry. Co., 160 U. S. 1, 40 L. ed. 319: 462.
v. Union Pac. Ry. Co., 168 U. S. 505, 513, 42 L. ed. 559, 561: 2367, 2380.
v. Union Pac. R. R. Co., 226 U. S. 61, 57 L. ed. 53: 0018, 461.
v. Union Pacific R. R. Co., 226 U. S. 470, 57 L. ed. 90: 0018, 461.
v. Union Stock Yard & Transit Co., 192 Fed. 330: 1452.
v. Union Stock Yard Co. of Chicago, 226 U. S. 286, 57 L. ed. —: 461.
v. U. S. Fidelity & Guaranty Co., C. C. A., 186 Fed. 477: 820, 1438.
v. U. S. Fidelity & Guaranty Co., 222 U. S. 283, 56 L. ed. 220: 2556.
v. United Shoe Machinery Co. of New Jersey, 198 Fed. 870: 1136.
v. United Surety Co., 192 Fed. 992: 643, 830.
v. Upham, 43 Fed. 68: 1661.
v. Van Duzee, 140 U. S. 169, 35 L. ed. 399: 1307, 1308, 1309, 1310, 1311, 1722.
v. Van Fossen, 1 Dillon, 406, Fed. Cas. No. 16,607: 1657.
v. Van Leuven, 62 Fed. 62: 1674.
Van Zandt, 2 Cranch C. C. 338: 1067.
v. Villalonga, 23 Wall. 35, 23 L. ed. 64: 2350.
v. Violon, 173 Fed. 501: 1700.
v. Virginia-Carolina Chemical Co., 163 Fed. 66: 1646, 1709, 1701, 1704.
v. Volz, 14 Blatchf. 15, Fed. Cas. No. 16,627: 1652.
v. Waddell, 112 U. S. 76, 28 L. ed. 673: 2380.
v. Waite, 193 Fed. 258: 1591.
v. Walker, 6 Pitts. L. J. 37: 1624, 1626.
v. Walla Walla, 44 Fed. 796: 1081.

[References are to pages.]

U. S. v. Wallace, 46 Fed. 569, 570: 1607.
v. Walsh, Deady, 281: 1541.
v. Walters, 51 Fed. 896: 1311.
v. Wanamaker, 147 U. S. 149, 37 L. ed. 118: 2441.
v. Warner, 26 Fed. 616: 1688.
v. Warr, 28 Fed. Cas. No. 16,644, 3 N. Y. Leg. Obs. 346: 1637.
v. Washington Improvement & Development Co., 189 Fed. 674: 333.
v. Washington Mills, 2 Cliff. 601, 607: 1428.
v. Watkins, 3 Cranch, C. C. 441, Fed. Cas. No. 16,649: 1706.
v. Watson, 17 Fed. 145: 1659.
v. Weber, 114 Fed. 950: 871, 1000.
v. Weis, 181 Fed. 860: 1491.
v. Welch, 217 U. S. 333, 54 L. ed. 787, 28 L.R.A.(N.S.) 385, 19 Ann. Cas. 680: 371, 372.
v. Wells, 11 Am. Law. Reg. (N. S.) 424: 175.
v. Wells, 203 Fed. 146: 1422.
v. Wells, Fed. Cas. No. 16,665: 175.
v. Wells, C. C. A., 192 Fed. 870, *certiorari* refused, 225 U. S. 714, 56 L. ed. 1269: 1724.
v. Wentworth, 11 Fed. 52: 1673.
v. West, 7 Utah, 437: 1672.
v. Westman, 182 Fed. 1017: 1671.
v. Whitcomb M. R. Co., 45 Fed. 89: 187.
v. White, 2 Wash. C. C. 29, Fed. Cas. No. 16,685: 1626.
v. White, 5 Cranch, C. C. 368, Fed. Cas. 16,678: 1656, 1706.
v. White, 17 Fed. 561, 565: 464, 557, 1122.
v. White, 25 Fed. 716: 1629.
v. Whitmire, C. C. A., 188 Fed. 422: 618, 939.
v. Whitney, 176 Fed. 593: 333.
v. Wiggins, 14 Pet. 334, 10 L. ed. 481: 1065.
v. Wilder, 13 Wall. 254, 20 L. ed. 681: 2314.
v. Wilkinson, 12 How. 246, 13 L. ed. 974: 1069.
U. S. v. Williams, 1 Cranch, C. C. 178, Fed. Cas. No. 16,709: 1321, 1722.
v. Williams, 4 Cranch, C. C. 372: 1105.
v. Williams, 7 Cranch, C. C. 178: 1722.
v. Williams, 1 Dillon, 485, Fed. Cas. No. 16,716: 1691, 1708.
v. Williams, C. C. A., 67 Fed. 384: 1394, 1443.
v. Williams, 183 Fed. 904: 1491.
v. Williams, 203 Fed. 155: 1490.
v. Williams, 6 Mont. 379: 1054.
v. Williamson, 3 Am. L. Reg. 729: 1513.
v. Williamson, 4 Am. L. Reg. 5: 1513.
v. Wilson, Baldw. 78: 1079, 1723.
v. Wilson, Baldwin, 79: 1723.
v. Wilson, 46 Fed. 748, 749: 1744.
v. Wilson, 60 Fed. 890, 896: 1063.
v. Wilson, 193 Fed. 1007: 1308.
v. Wilson, 6 McLean, 604, Fed. Cas. No. 16,737: 1690, 1693.
v. Wilson, 7 Peters, 150, 8 L. ed. 640: 1712, 2381
v. Wilson, 118 U. S. 86, 30 L. ed. 110: 330, 331.
v. Wilson, 168 U. S. 273, 42 L. ed. 464: 370.
v. Wimsatt, 161 Fed. 586: 1631.
v. Winans, 73 Fed. 72: 577.
v. Winchester, 99 U. S. 372, 25 L. ed. 479: 2013.
v. Wingate, 44 Fed. 129: 1595, 1596.
v. Winkler, 162 Fed. 397: 642.
v. Winslow, 227 U. S. 202, 57 L. ed. —: 1752.
v. Winstead, 12 Fed. 50: 1658.
v. Wittemann, C. C. A., 152 Fed. 377: 643.
v. Wolters, 51 Fed. 896: 1311.
v. Wong Chow, C. C. A., 108 Fed. 376: 1489.
v. Wong Ock Hong, 179 Fed. 1004: U. S. v. Lee, 181 Fed. 651: 2419.
v. Wong Quong Wong, 94 Fed. 832: 1097, 1623, 1718.

[References are to pages.]

U. S. v. Wood, 3 Wash. C. C. 440: 1722.
v. Wood, 159 Fed. 187: 1665.
v. Woodruff, 4 McLean, 105: 1693.
v. Workingmen's A. C. of N. O., 26 L.R.A. 158, 54 Fed. 994: 893.
v. Worms, 4 Blatchf. 332, Fed. Cas. No. 16,765: 1625.
v. Worrall, 2 Dallas, 384, 1 L. ed. 426: 1616.
v. Yates, 6 How. 605, 12 L. ed. 575: 613, 2515.
v. Yee Yet, 190 Fed. 577: 2418.
v. Young, 94 U. S. 258, 24 L. ed. 153: 1469, 1470, 2348, 2514.
v. Young & Holland Co., 170 Fed. 110: 2247, 2251.
v. Yuen Yee Sum, 153 Fed. 494: 2420.
v. Yukers, 60 Fed. 641: 378.
v. Zarafonitis, C. C. A., 150 Fed. 97: 2374.
v. Zavelo, 177 Fed. 536: 603.
U. S. ex rel. Adler v. Hammond, C. C. A., 104 Fed. 862: 2234.
United States ex rel. Animarium Co. v. Circuit Court of United States, Southern Dist. of Iowa, C. C. A., 129 Fed. 897: 1394.
U. S. ex rel. Angarcia v. Bayard, 127 U. S. 251, 259, 32 L. ed. 159, 162: 1458.
United States ex rel. Boulbol v. Fielding, 175 Fed. 290: 1498.
U. S. ex rel. Bosny v. Williams, 185 Fed. 598: 1500.
U. S. ex rel. Buccine v. Williams, 190 Fed. 897: 1499.
U. S. ex rel. Boynton v. Blaine, 139 U. S. 306, 35 L. ed. 183: 265.
U. S. ex rel. Boynton v. Blaine, 139 U. S. 306, 35 L. ed. 183: 1456.
U. S. ex rel. Boynton v. Blaine, 139 U. S. 306, 319, 35 L. ed. 183, 187: 1461.
U. S. ex rel. Boynton v. Blaine, 139 U. S. 306, 35 L. ed. 183: 1458.
U. S. ex rel. Boynton v. Blaine, 139 U. S. 306, 319, 35 L. ed. 183, 187: 1459.
U. S. ex rel. Coffman v. Norfolk & W. Ry. Co., 114 Fed. 682, 686: 664.
United States ex rel. Chanin v. Williams, C. C. A., 177 Fed. 689: 1498.
United States ex rel Canfora v. Williams, 186 Fed. 354: 1499.
U. S. ex rel. Coffman v. Norfolk & W. Ry. Co., 114 Fed. 682: 664.
U. S. *ex rel.* Coffman v. Norfolk & W. Ry. Co., C. C. A., 118 Fed. 554: 1466.
U. S. ex rel. Coffman v. Norfolk & W. Ry. Co., 114 Fed. 682: 1467.
U. S. ex rel. Dunlap v. Black, 128 U. S. 40, 48, 32 L. ed. 354, 357: 1458.
U. S. ex rel. Dunlap v. Black, 128 U. S. 40, 50, 52, 32 L. ed. 354, 358, 359: 1460.
U. S. ex rel. Deinell v. Arnold, 69 Fed. 987, 992: 1541.
U. S. ex rel. Dunlap v. Black, 128 U. S. 40, 32 L. ed. 354, 357: 1458.
U. S. ex rel. Fisher v. Rodgers, 144 Fed. 711: 1497.
U. S. ex rel. Falce v. Williams, 191 Fed. 1001: 1498.
U. S. ex rel. Falco v. Williams, 191 Fed. 1001: 1499.
U. S. ex rel. Fisher v. Board of Liquidation, etc. of New Orleans, 60 Fed. 387: 1467.
U. S. ex rel. Glavas v. Williams, 190 Fed. 686: 1499.
U. S. ex rel. Guaranty Tr. Co. v. Gehr, 116 Fed. 520: 1356.
U. S. ex rel. Guaranty Tr. Co. v. Haggerty, 116 Fed. 510: 1356.
U. S. ex rel. Goodrich v. Guthrie, 17 How. 284, 303, 15 L. ed. 102, 105: 1460.
U. S. ex rel. Goodrich v. Guthrie, 17 How. 284, 303, 305, 15 L. ed. 102, 105, 106: 1457.
U. S. ex rel. Giant Powder Co. v. Axman, 152 Fed. 816: 91.
U. S. ex rel. Goodrich v. Guthrie, 17 How. 284, 305, 15 L. ed. 102, 106: 1458.
U. S. ex rel. Huber v. Sibray, 178 Fed. 150: 1499.

[References are to pages.]

U. S. ex rel. Huber v. Sibray, 178 Fed. 150: 1500.
U. S. ex rel. Huber v. Sibray, 178 Fed. 150: 1499.
U. S. ex rel. Hendricks v.
U. S. ex rel. Hufty v. Trimble, 14 App. D. C. 414: 1460.
U. S. ex rel. Holzendorf v. Hay, 194 U. S. 373, 48 L. ed. 1025: 0022.
U. S. ex rel. International Contracting Co. v. Lamont, 155 U. S. 303, 39 L. ed. 160: 1458.
U. S. ex rel. Lowe v. Fisher, 223 U. S. 95, 96 L. ed. 364: 2354.
U. S. ex rel. Levey v. Stockslager, 129 U. S. 470, 478, 32 L. ed. 785, 787: 1460.
U. S. ex rel. Mutual Messenger Co. v. Wright, 15 App. D. C. 463: 1458.
U. S. ex rel. Mansfield v. Flynn, 179 Fed. 316: 2139.
U. S. ex rel. Montana O. P. Co. v. Circuit Court, C. C. A., 126 Fed. 169: 1470.
U. S. ex rel. McSweneey v. Fullhart, 47 Fed. 802: 1347.
U. S. ex rel. Miller v. Black, 128 U. S. 40, 50, 32 L. ed. 354: 265.
U. S. ex rel. Mudsill Min. Co. v. Swan, C. C. A., 65 Fed. 647: 1446, 2423, 2470.
U. S. ex rel. Masslich v. Saunders, C. C. A., 124 Fed. 124: 1463.
U. S. ex rel. Ness v. Fisher, 223 U. S. 683, 56 L. ed. 610: 1457.
U. S. ex rel. Rosen v. Williams, C. C. A., 200 Fed. 538: 1499.
U. S. ex rel. Rosen v. Williams, C. C. A., 200 Fed. 538: 1498.
U. S. ex rel. Rosen v. Williams, C. C. A., 200 Fed. 538: 1498.
U. S. ex rel. Rosen v. Williams, C. C. A., 200 Fed. 538: 1499.
U. S. ex rel. Riverside Oil Co. v. Hitchcock, 190 U. S. 316, 47 L. ed. 1074: 265.
U. S. ex rel. Redfield v. Windom, 137 U. S. 636, 34 L. ed. 811: 265.
U. S. ex rel. Redfield v. Windom, 137 U. S. 636, 644, 34 L. ed. 811, 814: 1461.
U. S. ex rel. Redfield v. Windom, 137 U. S. 636, 644, 34 L. ed. 811, 814: 1461.
U. S. ex rel. Redfield v. Windom, 137 U. S. 636, 644, 34 L. ed. 811, 814: 1460.
U. S. ex rel. Redfield v. Windom, 137 U. S. 636, 644, 34 L. ed. ed. 811, 811: 1461.
U. S. ex rel. Riverside Oil Co. v. Hitchcock, 190 U. S. 316, 47 L. ed. 1074: 1456.
U. S. ex rel. Redfield v. Windom, 137 U. S. 636, 34 L. ed. 811: 1458.
U. S. ex rel. Refidold v. Windom, 137 U. S. 636, 34 L. ed. 811, 814: 1459.
U. S. ex rel. Schauffler v. Fidelity & Deposit Co. of Maryland, C. C. A., 1— Fed. 228: 2356.
U. S. ex rel. Schauffler v. Fidelity & Deposit Co. of Maryland, C. C. A., 155 Fed. 117: 2460.
U. S. ex rel. Stony Fork Coal Co. v. Louisville & N. R. Co., Comm. Ct. 195 Fed. 88: 551.
U. S. ex rel. Schauffler v. Union Surety & Guaranty Co., 118 Fed. 482: 2025.
U. S. ex rel. Schauffler v. Union Surety & Guaranty Co., 118 Fed. 482: 91.
U. S. ex rel. Steinmetz v. Allen, 192 U. S. 543, 48 L. ed. 555: 2386.
U. S. ex rel. Stony Fork Coal Co. v. Louisville & N. R. Co. (Comm. Ct.) 195 Fed. 88: 302.
U. S. ex rel. Turner v. Williams, 126 Fed. 253: 1489.
U. S. ex rel. Turner v. Fisher, 222 U. S. 204, 56 L. ed. 165: 1464.
U. S. ex rel. Taylor v. Taaft, 203 U. S. 461, 51 L. ed. 269: 2387.
U. S. ex rel. Wheeler v. Williamson, 4 Am. Law Reg. 5: 1507.
U. S. ex rel. Wheeler v. Williamson, 4 Am. L. Reg. 5: 1481.
U. S. ex rel. West v. Hitchcock, 205 U. S. 80, 51 L. ed. 718: 1458.
U. S. Annunciator Co. v. Sanderson, 3 Blatchf. 184: 912.
U. S. Bank v. City of Kendall, 179 Fed. 914: 575.

[References are to pages.]

U. S. Bank v. Lyon County, 48 Fed. 632: 350.
U. S. Coal Co. v. Pinkerton, C. C. A., 169 Fed. 536: 1598.
U. S. Consol. Seeded R. Co. v. Chaddock & Co., C. C. A., 173 Fed. 577: 2512.
U. S. Consol. Seeded Raisin Co. v. Phœnix Raisin, S. & P. Co., 124 Fed. 234: 196, 197.
U. S. Credit S. Co. v. Am. Credit Co., 53 Fed. 818: 1177.
United States Fidelity & Guaranty Co. v. Board of Com'rs of Woodson County, C. C. A., 145 Fed. 144: 1556, 1562, 1564, 1899.
U. S. Fidelity & Guaranty Co. v. Bray, 225 U. S. 205, 56 L. ed. 1055: 2034, 2039, 2457.
U. S. Fidelity & Guaranty Co. v. Sandoval, 223 U. S. 227, 56 L. ed. —: 1056, 2494.
U. S. Fidelity & G'y Co. v. U. S. for the benefit of Kenqon, 204 U. S. 349, 51 L. ed. 516: 12, 91 ,111.
U. S. Freehold Land & Emigration Co. v. Gallegos, 89 Fed. 769, 32 C. C. A. 470: 79.
U. S. Gramaphone Co. v. Nat. Gramaphone Corp., 107 Fed. 129: 1057.
U. S. Gramaphone Co. v. Seaman, C. C. A., 113 Fed. 745: 876, 935.
U. S. Gypsum Co. v. Sliwienska, C. C. A., 183 Fed. 688: 611.
U. S. Investing Corp. v. Portland Hospital (Oregon, 1902), 67 Pac. 194, 56 L.R.A. 627: 974, 989.
U. S. Life Ins. Co. v. Cable, C. C. A., 98 Fed. 761, 39 C. C. A. 264: 321, 1184.
U. S. Light & Heating Co. v. J. B. M. El. Co., C. C. A., 194 Fed. 866: 691.
U. S. Min. Co. v. Lawson, C. C. A., 134 Fed. 769: 343.
United States Mortg. Co. v. McClure, 70 Pac. 543, 42 Or. 190: 108, 1804.
U. S. Mut. Acc. Ass'n v. Barry, 131 U. S. 100, 33 L. ed. 60: 1550.
U. S. Nat. Bank v. McNair, 56 Fed. 323: 205, 207, 474.
United States, Petitioner, The, 194 U. S. 194, 48 L. ed. 931: 2410, 2420.
U. S. Rubber Co. v. Am. O. L. Co., C. C. A., 82 Fed. 248: 934.
U. S. Sav. & Loan Co. v. Harris, 113 Fed. 27: 1570, 1577.
U. S. Steel Corporation v. Hodge, 64 N. J. Eq. 807, 809, 60 L.R.A. 742: 507, 524.
U. S. Sugar Refinery v. Providence S. & G. P. Co., C. C. A., 62 Fed. 375: 1281.
U. S. Tr. Co. v. M. Tr. Co., C. C. A., 80 Fed. 18: 1008.
U. S. Tr. Co. v. Mercantile Tr. Co., 88 Fed. 140: 963, 1008.
U. S. Tr. Co. v. New Mexico, 183 U. S. 535, 540, 46 L. ed. 315, 319: 660, 1244, 1247, 1567.
U. S. Trust Co. v. N. Y. W. S. & B. R. Co., 25 Fed. 800: 957.
U. S. Tr. Co. v. Omaha & St. L. Ry. Co., 63 Fed. 737: 994.
U. S. Tr. Co. v. Wabash W. Ry. Co., 150 U. S. 287, 37 L. ed. 1085: 1008.
U. S. Tr. Co. v. Western Contract Co., C. C. A., 81 Fed. 454: 839, 971.
U. S. Trust Co. of N. Y. v. Chicago Terminal Transfer R. Co., C. C. A., 188 Fed. 292: 831, 839, 840 .
Unitype Co. v. Long, C. C. A., 149 Fed. 196: 2533.
Universities of Oxford and Cambridge v. Richardson, 6 Ves. 689: 874.
University College v. Foxcroft, 2 Ch. R. 244: 755.
University of the South v. Jetton, 155 Fed. 182: 393, 395.
Updike v. Mace, 194 Fed. 1001: 646, 1088.
Upham v. Scoville, 40 Ark. 170: 92, 1890.
Upper Steamboat Co. v. Blake, 2 Appeal Cases (D. C.) 51: 1938.
U. P. R. Co. v. Hall, 91 U. S. 343, 23 L. ed. 428: 1451, 1462.
Upshur v. Briscoe, 138 U. S. 365, 34 L. ed. 931: 2257, 2258.
Upshur County v. Rich, 135 U. S. 467, 475, 34 L. ed. 196, 199: 1614, 1774.
Upson, *Re*, 123 Fed. 807: 2205.

[References are to pages.]

Upson, *Re*, 124 Fed. 980: 2269.
Upton v. McLaughlin, 105 U. S. 640, 26 L. ed. 1197: 55.
Urlin v. Hudson, 1 Vern. 332: 635, 637.
Urner v. Kayton, 17 Fed. 539, s. c., 17 Fed. 845: 1256.
Urquhart v. Brown, 205 U. S. 179, 51 L. ed. 760: 1510.
Utah Const. Co. v. Montana R. Co., 145 Fed. 981, 983: 1060.
Utah-Nevada Co. v. De Lamar, 133 Fed. 113, 66 C. C. A., 179: 129, 134, 199.
v. De Lamar, 145 Fed. 505: 1897.
Utt, *Re*, 105 Fed. 754, 45 C. C. A. 32: 2155, 2269, 2286.
Utterson v. Mair, 2 Ves. Jr. 95: 939.
Uvedale v. Uvedale, 3 Atk. 117: 1333.

V.

Vacarro v. Security Bank, C. C. A., 103 Fed. 436: 2081.
Vacuum Cleaner Co. v. Platt, C. C. A., 196 Fed. 398: 1103, 1450.
v. Walford-Astoria Hotel Co., 198 Fed. 865, 867: 878, 879.
Vacuum Oil Co. v. Eagle Oil Co., 154 Fed. 867: 208.
Vaigneur v. Kirk, 2 Desaus. (S. C.) 640: 1204.
Vail v. Knapp, 49 Barb. (N. Y.) 299: 854.
Vaine, *Re*, 186 Fed. 535: 2236.
Val. Blatz Brewing Co. v. Walsh, 84 Fed. 5: 159.
Valentine v. Myers, 36 Hun (N. Y.) 201: 607.
Valette v. Whitewater Valley Canal Co., 4 McLean, 192: 414.
Valiquet v. Valiquet, 177 Fed. 994: 660.
Vallendigham, *Ex parte*, U. S. D. C., D. Ohio: 1503, 1504.
Vallandigham, *Ex parte*, 1 Wall. 243, 17 L. ed. 589: 1470.
Vallette v. White W. V. C. Co., 4 McLean, 192: 320.
Van Allen, *Re*, 37 Barb. (N. Y.) 225, 231: 998.
Van Allen v. Atchison, C. & P. R. Co., 3 Fed. 545 (1 McCrary, 598): 1815, 1817, 1923.
Van Alst v. Hunter, 5 J. Ch. (N. Y.) 148, 152: 1208.
Van Alstyne, *Re*, 100 Fed. 929: 2166.
Van Antwerp v. Hulburd, 7 Blatchf. 426, 440: 607.
v. Hulburd, Fed. Cas. No. 16,827 (8 Blatchf. 282): 383, 384.
Van Beil v. Prescott (The Rye & Rock Case), 82 N. Y. 630: 887.
Van Blankensteyn, *Re*, C. C. A., 56 Fed. 474: 313.
Van Boskerck v. Torbert, C. C. A., 184 Fed. 419: 2542.
Van Brimmer v. Texas & P. Ry. Co., (E. D. Texas) 190 Fed. 394: 1755.
Van Brocklin v. Tennessee, 117 U. S. 151, 169, 29 L. ed. 845, 851: 334.
Van Buren, *Re*, 164 Fed. 883: 2099.
Van Buren v. U. S., 36 Fed. 77: 1625.
Vance v. Campbell, 1 Black, 427, 17 L. ed. 168: 674.
Van Campen, *Re*, 2 Benedict. 419, Fed. Cas. No. 16,835: 1626, 1682.
v. Field, 89 Ky. 178, 11 Ky. Law Rep. 388, 12 S. W. 190: 1193.
v. Royal C. Mfg. Co., 82 Fed. 251: 996.
v. W. A. Vandercook Co., 80 Fed. 786: 33.
v. W. A. Vandercook Co., 170 U. S. 468, 42 L. ed. 1111, 18 S. Ct. 645: 28, 33.
v. Wesley, 85 Fed. 157: 391.
Vancouver v. Bliss, 11 Ves. 58: 1281.
Van Da Grift Motor Car Co., *Re*, 192 Fed. 1015: 2168.
Van de Mark, *Re*, 175 Fed. 287: 2146, 2147, 2148.
Vanderbilt, *Re*, 4 J. Ch. (N. Y.) 58: 681.
Vanderbilt v. Bishop, C. C. A., 199 Fed. 420: 2544.
v. Kerr, 188 Fed. 537: 95.
Vanderveer v. Moran, 79 Neb. 431, 112 N. W. 581: 790.
Vandervelden v. Chicago & N. W. Ry. Co., 61 Fed. 54: 1430.
v. Railroad Co., 61 Fed. 54: 1430.

[References are to pages.]

Vandevoort v. Palmer (New York), 11 N. Y. Super. Ct. (4 Duer) 677: 1836, 1852.
Vandewater v. Mills, 19 How. 82, 15 L. ed. 554: 1937.
Van Duzee v. U. S., 41 Fed. 571: 1310.
Van Dyck v. McQuade, 85 N. Y. 616: 981, 996, 997, 998.
Van Eyken v. Erie R. Co., 117 Fed. 712, 716: 1993.
Vane v. Lord Barnard, 2 Vern. 738: 865.
Van Fleet, V. C., Lehigh Coal & Nav. Co. v. Central R. of N. J., 35 N. J. Eq. 426, 429: 983.
Van Gesner v. U. S., C. C. A., 153 Fed. 46: 2416.
Van Heusen v. Van Heusen Charles Co., 74 Misc. (N. Y.) 292: 2163.
Van Hook v. Throckmorton, 8 Paige (N. Y.), 33: 1386.
Van Hoorebeke v. U. S., 46 Fed. 456: 1298.
Van Horn v. Kittitas County, 112 Fed. 1: 1838.
v. Litchfield, 70 Iowa, 11, 20 N. W. 783: 1883.
Van Horne, *Re*, 7 Paige Ch. (N. Y.) 346: 1039.
Van Houten v. Van Winkle, 46 N. J. Eq. 380: 497.
Van Hoven, *Ex parte*, Dill. 411, 28 Fed. Cas. No. 16,858: 1634.
Van Iderstine v. National Discount Co., C. C. A., 174 Fed. 518: 2174, 2179.
Van Ingen v. Schophofen, C. C. A., 129 Fed. 352: 2248.
Van Kirk v. Vermont Slate Co., 140 Fed. 38: 2161.
Van Ness v. Heineke, 2 Cranch, C. C. 259: 1145, 1146, 1147.
v. Van Ness, 6 How. 62, 12 L. ed. 344: 2423.
Van Norden v. Benner, 131 U. S. cxlv, 24 L. ed. 247: 2298.
v. Morton, 99 U. S. 378, 25 L. ed. 315: 342.
v. Morton, 99 U. S. 378, 25 L. ed. 453: 331, 645, 868, 1174, 1573.
Vann v. Barnett, 2 Brown Ch. C. 158: 1018.
Vannerson v. Leverett, 31 Fed. 376: 695.
Vannevar v. Bryant, 21 Wall. 41, 22 L. ed. 476: 1827.
Van Olinda v. Hall, 82 Hun (N. Y.) 357, 31 N. Y. Supp. 495: 792.
Van Orden, *Ex parte*, 3 Blatchf. 166: 1469, 1470.
Van Orden v. Nashville, 67 Fed. 331: 412.
Van Reed v. People's Nat. Bank, 198 U. S. 554, 49 L. ed. 1161: 1534.
Van Reimsdyk v. Kane, 1 Gall. 371: 416.
Van Rensselaer v. Kearney, 11 How. 297, 13 L. ed. 703: 1568, 1573.
v. Sheriff of Albany, 1 Cowen (N. Y.), 501, 512: 1461.
Van Stone v. Stillwell & Bierce Mfg. Co., 142 U. S. 128: 2476.
Van Slyke v. Hyatt, 46 N. Y. 259: 801.
Vansandan v. Rose, 2 Jac. & W. 264: 1365.
Vansant v. Gaslight Co., 99 U. S. 213, 25 L. ed. 265: 2472.
Vanstophorst v. Maryland, 2 Dall. 401, 1 L. ed. 433: 1153.
Vant Woud Rubber Co. v. Sternau, 145 Fed. 197: 525.
Van Vechten v. Terry, 2 Johns. Ch. (N. Y.) 197: 421.
Van Vleet v. Sledge, 45 Fed. 743, 749: 1571.
Van Vibbler v. Hilton, 84 Cal. 585, 24 Pac. 308: 695.
Van Wagenen v. Sewall, 160 U. S. 369, 40 L. ed. 460: 2363, 2366, 2367.
Van Wert Mach. Co., *Re*, 186 Fed. 607: 2212.
Van Wyck v. Knevals, 106 U. S. 360, 370, 27 L. ed. 201: 334.
v. Reid, 10 How. Pr. (N. Y.) 366: 1084.
Vany v. Receiver of Toledo, St. L. & K. C. Ry. Co., 67 Fed. 379: 1905, 1909.
Van Zandt v. Maxwell, Fed. Cas. No. 16,884 (2 Blatchf. 421): 91.
Varick v. Mayor of N. Y., 4 J. Ch. (N. Y.) 53: 910.
Varley & Bauman Clothing Co., *Re*, 191 Fed. 459: 2183.
Varley Duplex Magnet Co. v. Ostheimer, C. C. A., 159 Fed. 655: 1061.
Vary v. Jackson, C. C. A., 164 Fed. 840: 2235.

[References are to pages.]

Vasse v. Smith, 2 Cranch. C. C. 31: 1146, 1148.
Vassar College v. Loose-Wile Bsiscuit Co., 197 Fed. 982: 405, 886.
Vastbinder, *Re*, 126 Fed. 417: 2076, 2085.
Vastbinder, *Re*, 132 Fed. 718, 13 Am. B. R. 148: 2026, 2099.
Vattier v. Hinde, 7 Pet. 252, 266, 8 L. ed. 675, 680: 452, 708, 745, 757.
Vaughan, *Re*, 97 Fed. 560: 2173.
Vaughan v. Central Pac. R. Co., 4 Sawy. 280: 340.
v. Fitzgerald, 1 Sch. & Lef. 316: 1114, 1115.
v. Vaughan, 1 Dick. 90: 1026.
Vaughan and Telegraph, 14 Wall. 258, 20 L. ed. 807: 2548, 2552.
Vaughn v. Northrup, 15 Pet. 1, 10 L. ed. 639: 363, 401.
Vaux's Case, 4 Coke, 44*a*: 1712.
V. C. Wood in Tipping v. Eckersley, 2 K. & J. 264: 850.
Veach v. Rice, 131 U. S. 293, 33 L. ed. 163: 624.
Veariel v. United Eng. & Foundry Co., 197 Fed. 877: 1786, 1800.
Veatch v. Am. L. & Tr. Co., C. C. A., 79 Fed. 471: 835, 964, 973.
v. Am. L. & Tr. Co., C. C. A., 84 Fed. 274: 965, 973, 1014.
Veazie v. Wadleigh, 11 Pet. 55, 9 L. ed. 630: 2380.
v. Williams, 3 Story, 611, 632: 1279.
Vegelahn v. Gunther, 44 N. E. 1077: 870.
v. Gunther, 167 Mass. 92, 35 L.R.A. 722, 57 Am. St. Rep. 443: 870.
Vehon v. Ullman, C. C. A., 147 Fed. 694: 2290.
Veile v. Manufacturers' Acc. Ind. Co. (E. D. Wis.), 40 Fed. 545: 1817, 1818.
Venables v. Foyle, 1 Ch. Cas. 2: 1420.
Venice v. Murdock, 92 U. S. 494, 23 L. ed. 583: 1569.
Venner v. Atchison, T. & S. F. Ry. Co., 28 Fed. 581, 591: 524.
v. Chicago City Ry. Co., 195 Fed. 788: 657.
Venner v. Great Northern Ry. Co., 153 Fed. 408: 209 U. S. 24, 52 L. ed. 666: 516, 524, 1896, 2363.
Venus, The, 1 Wheat. 112, 4 L. ed. 49: 2537.
Venus, The, 5 Wheat. 127, 5 L. ed. 50: 2537.
Vera Cruz & P. R. Co. v. Waddell, C. C. A., 155 Fed. 401: 1559.
Verden v. Coleman, 18 How. 86, 15 L. ed. 272: 1259.
v. Coleman, 22 How. 192, 16 L. ed. 336: 2357.
Verdon Cigar Co., *Re*, 193 Fed. 813: 2131.
Vermeule, *Re*, 10 Ben. 1: 1310.
Vermeule v. Reilly, 196 Fed. 226: 1565.
Vermilya v. Brown, 65 Fed. 149: 1531, 1768, 1902.
Vermont v. Society for Propagation of the Gospel, 1 Paine 652: 1528, 1529, 1530.
Vermont Mach. Co. v. Gibson, 50 Fed. 233: 473.
Vernon, The, 36 Fed. 113: 1318, 1321, 1322.
Vernon v. U. S., C. C. A., 146 Fed. 121: 2477.
Verplanck v. Mercantile Ins. Co., 2 Paige (N. Y.), 438: 1018, 1020.
Verplank v. Caines, 1 J. Ch. (N. Y.) 57: 1175.
Very v. Levy, 13 How. 345, 14 L. ed. 173: 889.
Vetterlein v. Barker, 45 Fed. 74: 1408.
v. Barnes, 124 U. S. 169, 31 L. ed. 400: 423, 2169.
Vetterman, *Re*, 135 Fed. 443: 2070, 2071.
Vianello v. The Credit Lyonnais, 15 Fed. 637: 1967.
Vicksburg v. Vicksburg Waterworks Co., 202 U. S. 453, 461, 50 L. ed. 1102, 1108: 69, 838.
v. Vicksburg Waterworks Co., 206 U. S. 496, 51 L. ed. 1155: 663.
Vicksburg & Meridan R. R. Co. v. O'Brien, 119 U. S. 99, 30 L. ed. 299: 2557.
v. Putnam, 118 U. S. 545, 30 L. ed. 257: 1549, 1550, 1557.

[References are to pages.]

Vicksburg, S. & P. R. Co. v. Smith, 135 U. S. 195, 34 L. ed. 95: 32, 2442.
Vicksburg Waterworks Co. v. Mayor, etc., of Vicksburg, C. C. A., 153 Fed. 116: 930.
v. Vicksburg, 185 U. S. 65, 82, 46 L. ed. 808, 815: 69, 325, 327.
Victor v. Lewis, 38 App. Div. (N. Y.) 316, 1 Am. B. R. 667: 2095.
Victor Color & Varnish Co., *Re*, 175 Fed. 1023: 2107.
Victor G. Bloede Co. v. Carter, 148 Fed. 127: 625, 626, 627, 1120, 1121.
v. Joseph Bancroft & Sons Co., 98 Fed. 175: 1128, 1129, 1163.
Victor Talking Machine Co. v. Am. Graphophone Co., 118 Fed. 50: 413.
v. American Graphophone Co., C. C. A., 192 Fed. 1023: 936, 2516.
v. Hoschke, C. C. A., 188 Fed. 326: 2540.
v. Leed & Catlin Co., 180 Fed. 778: 875, 878, 1200.
v. Hawthorne & Shehle Mfg. Co., 173 Fed. 617: 763.
v. Sonora Phonograph Co., 188 Fed. 330: 875.
v Sonora Phonograph Co, 191 Fed. 988: 1372, 1376.
v. The Fair, C. C. A., 123 Fed. 424: 84.
Videl, *Re*, 179 U. S. 126, 45 L. ed. 118: 1470.
Vider v. O'Brien, C. C. A., 62 Fed. 326: 2529.
Vigel v. Hopp, 104 U. S. 441, 26 L. ed. 765: 553, 626, 1059.
Vigers v. Lord Audley, 9 Sim. 72: 772, 778.
v. Lord Audley, 9 Sim. 408: 775.
Vigo's Case, 21 Wall. 648, 22 L. ed. 690: 1448.
Vila v. Weston, 33 Conn. 42: 793.
Vilas v. City of Manila, 220 U. S. 345, 352, 55 L. ed. 491, 494: 364, 2369.
Villa v. Rodriguez, 12 Wall. 323, 339, 20 L. ed. 406, 410: 322.
Villabools v. U. S., 6 How. 81, 12 L. ed. 352: 2473.
Village of Cellina v. Eastport Sav. Bank Co., C. C. A., 68 Fed. 401: 1418.
Villalonga v. U. S., 10 Ct. Cl. 428: 2350.
Villamil v. Hirsch, 138 Fed. 690: 164.
v. Hirsch, 143 Fed. 654: 164.
Villiers v. Third Ave. R. Co., 22 Misc. (N. Y.) 17, 48 N. Y. Supp. 614: 792.
Vimont v. Chicago & N. W. Ry. Co., 64 Iowa, 513, 17 N. W. 31, 21 N. W. 9: 1759.
v. Chicago & N. W. Ry. Co., 69 Iowa, 296, 22 N. W. 996, 28 N. W. 612: 1759.
Vinal v. Continental Const. & Imp. Co., 34 Fed. 228: 1796.
v. Continental Const. & Imp. Co., 35 Fed. 673: 1791.
Vintschger, *Re*, 50 Fed. 459: 1455.
Vipan v. Mortlock, 2 Meriv. 476: 918.
Viquesney v. Allen, C. C. A., 131 Fed. 21: 2032.
Virginia v. Bingham, 88 Fed. 561: 1826, 1872.
v. De Hart, 119 Fed. 626: 1761.
v. Felts, 133 Fed. 85, 89: 1832, 1871, 1872, 1873, 1874, 1880.
v. Felts, 133 Fed. 85, 95, 96: 1874.
v. Paul, 148 U. S. 107, 116, 13 Sup. Ct. 536, 37 L. ed. 386: 1445, 1447, 1473, 1508, 1826, 1872, 1873, 1877, 1929.
v. Rives, 100 U. S. 313, 316, 25 L. ed. 667, 668: 1445.
v. Rives, 100 U. S. 313, 323, 329, 25 L. ed. 667, 671, 673: 1447, 1762, 1876, 1877, 1929.
Virginia, The, v. West, 19 How. 182, 15 L. ed. 594: 2570.
Virginia v. West Virginia, 11 Wall. 39, 20 L. ed. 67: 4, 8, 385.
Virginia & A. Coal Co. v. Central R. & B. Co., 170 U. S. 355, 365–367, 42 L. ed. 1068, 1071, 1672: 957, 958, 961, 962, 963, 969.
Virginia & A. Min. & Mfg. Co. v. Hale, 93 Ala. 542, 9 So. 256: 404.
V. & M. Lumber Co., *Re*, 182 Fed. 231: 2134, 2155, 2167, 2206.

[References are to pages.]

Virginia-Carolina Chem. Co. v. Home Ins. Co., C. C. A., 113 Fed. 1: 48, 145, 493.
v. Kirven, 215 U. S. 252, 54 L. ed. 179: 661, 671, 1421, 2394.
Virginia Com'rs, *Ex parte*, 112 U. S. 177, 28 L. ed. 691: 2466, 2470.
Virginia Coupon Cases, 114 U. S. 269, 29 L. ed. 185: 391, 894, 896.
Marye v. Parsons, 114 U. S. 325, 330, 29 L. ed. 205, 206: 894.
Virginia Home Ins. Co. v. Sundberg, 54 Fed. 389: 1962.
Virginia Iron, Coal & Coke Co. v. Olcott, C. C. A., 197 Fed. 730: 2039, 2096.
Virginia Passenger & Power Co. v. Lane Bros. Co., C. C. A., 174 Fed. 513: 960, 961.
Virginia, T. & C. Steel & Iron Co. v. Harris, C. C. A., 151 Fed. 428: 1605, 1606.
Virtue v. Beacham, 17 N. Y. Supp. 450 (*affirmed* in 18 N. Y. Supp. 949): 793.
Vitagraph Co. v. Twentieth Century Optiscope Co., 157 Fed. 699: 349.
Vitzhum v. Large, 162 Fed. 685: 2171, 2178.
Voce v. Lawrence, 4 McLean, 203: 1138, 1146.
Voelker v. Chicago, M. & St. P. Ry. Co., 116 Fed. 867: 1941.
Vogt, *Re*, 159 Fed. 317: 2105.
188 Fed. 764: 2200.
Voightmann v. Seely, 176 Fed. 371: 1179.
Voisin v. Mitchell, 96 N. Y. Supp. 386: 711.
Volk v. B. F. Sturtevant Co., C. C. A., 99 Fed. 532: 2481.
Vollmer v. McFadden, C. C. A., 161 Fed. 914: 2213.
Volmer v. State, 34 Ark. 487: 1675.
Volund, The, C. C. A., 181 Fed. 643: 1328.
Von Auw v. Chicago T. & F. G. Co., 69 Fed. 448: 491.
v. Chicago T. & T. G. Co., 70 Fed. 930: 499.
Von Borries, *Re*, 168 Fed. 718: 2253.
Von Faber-Castell v. Faber, C. C. A., 145 Fed. 626: 1415.
Von Hartz, *Re*, C. C. A., 142 Fed. 726: 2036.
Von Hoffman v. Quincy, 4 Wall. 535, 18 L. ed. 403: 1455.
Von Horst v. Am. Hop & Barley Co., 177 Fed. 976: 480.
Von Roy v. Blackman, 3 Woods, 98, 100: 575.
Von Schroeder v. Brittan, 93 Fed. 9: 27, 36.
Von Thodorovich v. Franz Joseph Beneficial Ass'n, 154 Fed. 911: 79, 123, 321, 894.
Von Voight v. Michigan Cent. R. Co., 130 Fed. 398: 1839.
Voorhees, Dr., Awning Hood Co., *Re*, 187 Fed. 611: 2203, 2204.
Voorhees v. Albright, Fed. Cas. No. 16,999: 1905, 1925.
v. Barr, 59 N. J. L. 123, 35 Atl. 651: 794.
v. Dorr, 51 Barb. 580: 2321.
v. John T. Noye Co., 151 U. S. 135, 38 L. ed. 101: 2462.
Vose v. Philbrook, 3 Story C. C. 335: 437.
v. Reed, 1 Woods, 647, 650: 939.
v. Yulee, 64 N. Y. 449; affirming 4 Hun 628; reversed 99 U. S. 539, 25 L. ed. 355: 1885.
Voss v. Luke, 1 Cranch, C. C. 331: 1377, 1378.
v. Neineber, 68 Fed. 947: 121.
Vreeland v. Michigan Cent. R. Co., 189 Fed. 495: 1941.
v. Vreeland, 24 Atl. 551: 503
48 N. J. L. 56: 503.
Vrooman v. Penhollow, C. C. A., 186 Fed. 495: 1285.
Vulcan Detinning Co. v. American Can Co., 130 Fed. 635: 1804.
Vulcan Foundry & Mach. Co., *Re*, C. C. A., 180 Fed. 671: 2270.

W.

Waalburn v. Ingilby, 1 M. & K. 61: 546.
Wabash & E. C. Co. v. Beers, 1 Black, 54 17 L. ed. 41: 1258, 1259, 2428.

[References are to pages.]

Wabash R. R. Co. v. Adelbert College, 208 U. S. 38, 58, 52 L. ed. 379, 388: 96, 144, 146, 152, 153, 157, 168, 669.
v. Adelbert College, 208 U. S. 609, 611, 52 L. ed. 642, 643: 153, 157.
v. Barbour, 73 Fed. 513, 19 C. C. A., 546, 43 U. S. App. 102: 1911, 1912, 1929.
v. Flannigan, 192 U. S. 29, 38, 48 L. ed. 328, 331: 2399
v. Hannahan, 121 Fed. 563: 871.
v. Mathew, 199 U. S. 605, 50 L. ed. 329: 2561.
v. McDaniels, 107 U. S. 454, 27 L. ed. 605: 2543.
Wabash St. L. & P. Ry. Co. v. Central T. Co., 22 Fed. 138, 142: 706, 944.
v. Central Trust Co. 22 Fed. 269, 272: 944, 981.
v. Central Tr. Co., 23 Fed. 513: 944, 1544, 1545, 1804, 1908.
v. Knox, 110 U. S. 304, 28 L. ed. 155: 2439.
Wabash W. R. v. Brow, 164 U. S. 271, 41 L. ed. 431: 609, 1780, 1893.
W. A. Chapman & Co. v. Montgomery W. P. Co., 127 Fed. 839: 856.
Wachusett Nat. Bank v. Sioux C. S. Works, 56 Fed. 321: 205.
Waco v. Bryan, C. C. A., 127 Fed. 79: 2210.
Waco Hardware Co. v. Michigan Stove Co., C. C. A., 91 Fed. 289: 54, 1808.
Wade, *Re*, 185 Fed. 664: 2167.
Wade v. Chicago, S. & St. L. R. Co., 149 U. S. 327, 343, 37 L. ed. 755, 762: 1571.
v. Lawder, 165 U. S. 624, 41 L. ed. 851: 85.
v. Travis County, 72 Fed. 985: 1191.
v. Travis County, 174 U. S. 499, 509, 43 L. ed. 1060, 1064: 1574.
v. U. S., 21 Ct. Cl. 141: 2349.
v. Wortsman, 29 Fed. 754: 111.
Wadge, *Re*, 15 Fed. 864: 1636, 1637, 1638.
Wage, *Re*, 16 Fed. 332, 21 Blatchf. 300: 1637, 1638.
Wadleigh v. Standard Life & Acc. Ins. Co., 76 Wis. 439, 45 N. W. 109: 1764, 1766.
Wadley v. Blount, 65 Fed. 667: 1105.
Wadsworth v. Boysen, C. C. A., 148 Fed. 71: 382.
W. & A. Fletcher Co. v. International Association of Machinists, N. J. Eq. 55 Atl. 1077: 870.
W. A. Gage & Co. v. Bell, 124 Fed. 371: 2076, 2090.
Wagner v. Hall, 16 Wall. 584, 21 L. ed. 504: 2066, 2067.
Waggener v. Cheek, Fed. Cas. No. 17,035 (2 Dill. 560): 1824
Wagner, *Re*, 139 Fed. 87: 2237.
Wagner v. Baird, 7 How. 234, 258, 12 L. ed. 681, 691: 646.
v. Drake, 31 Fed. 849: 1887, 1908.
v. Mears, 3 Sim. 127: 1294.
v. National Life Ins. Co., C. C. A., 90 Fed. 395: 1430.
v. U. S., C. C. A., 104 Fed. 133: 2100.
Wagstaff v. Bryan, 1 R. & M. 28: 756.
Wahl v. Franz, C. C. A., 49 L.R.A. 62, 100 Fed. 680, 81 Fed. 9: 1771.
Wainwright v. Waterman, 1 Ves. Jr. 313: 415.
Waite, *Re*, 81 Fed. 359: 1475, 1479.
Waite, *Re*, 1 Lowell, 207: 2065.
Waite v. Chichester Chair Co., 45 Fed. 258: 879.
v. City of Santa Cruz, 89 F. 619: 1453.
v. Phœnix Ins. Co., 62 Fed. 769: 1766, 1813, 1831, 1850, 1889, 1901.
v. Santa Cruz, 184 U. S. 302, 46 L., ed. 552: 25.
Waite-Robbins Motor Co., *Re*, 192 Fed. 47: 2212.
Wake v. Parker, 2 Keen, 70: 356.
Wakefield, *Re*, 182 Fed. 247: 2048.
Wakelee v. Davis, 44 Fed. 532: 1196.
v. Davis 50 Fed. 522: 854.
Wakeman v. Throckmorton, 124 Fed. 1010: 34.
Wakelin v. Walthal, 2 Ch. Cas. 8: 1420.

[References are to pages.]

Walburn v. Ingilby, 1 M. & K. 61: 512, 513, 514.
Walcot v. Walker, 7 Ves. 1: 885.
Walcott v. Watson, 46 Fed. 529, 532: 1861, 1862, 1863, 1864.
Walden v. Bodley, 14 Pet. 158, 10 L. ed. 399: 553, 656, 730, 1201.
v. Bodley's Heirs, 9 How. 34, 48, 13 L. ed. 36, 41: 2571.
v. Craig, 14 Pet. 147, 151, 10 L. ed. 393, 395: 748.
v. Skinner, 101 U. S. 577, 25 L. ed. 963: 113, 320, 433, 434.
Walder, *Re*, 152 Fed. 489: 2245, 2246.
Waldman v. Pennsylvania R. Co., 13 Fed. 801: 1908.
v. Pennsylvania R. Co. (New York), 64 How. Prac. 198: 1908.
Waldo v. Milroy, 19 Wash. 156, 52 Pac. 1012: 789.
Waldron v. State, 41 Fla. 265, 26 So. 701: 1707.
Wales v. Whitney, 114 U. S. 564, 29 L. ed. 277: 1476, 1510.
Wales Mfg. Co. v. Lazzaro, 19 Misc. (N. Y.) 477, 43 N. Y. Suppl. 1110 (*reversing* 18 Misc. (N. Y.) 352, 41 N. Y. Supp. 1134): 792.
Walker, *Re*, 176 Fed. 455: 2056, 2201, 2229, 2257.
Walker, *Re*, 96 Fed. 550: 2135, 2144.
Walker v. Coleman, 55 Kan. 381, 40 Pac. 640, 49 Am. St. Rep. 254: 92.
v. O'Neill, 38 Fed. 374: 1812, 1883.
v. Collins, 50 Fed. 737: 1551.
v. Collins, 59 Fed. 70: 605, 1145.
v. Collins, 167 U. S. 57, 42 L. ed. 76, 17 S. Ct. 738: 60, 1925.
v. Easterby, 6 Ves. 612: 1340.
v. Houghteling (C. C. A.) 104 Fed. 513: 2480.
v. Hughes, 132 Fed. 885: 1954.
v. Jack, C. C. A., 88 Fed. 576, 31 C. C. A., 462: 786.
v. Jackson, 2 Atl. 625: 322.
v. Lea, 47 Fed. 645: 1347.
v. Monad Eng. Co., C. C. A., 196 Fed. 206: 1345.
v. Moser, C. C. A., 117 Fed. 230: 1582.
Walker v. O'Neill, 38 Fed. 374: 124.
v. Parker, 5 Cranch, C. C. 639: 1141, 1154, 1157.
v. Powers, 104 U. S. 245, 249, 26 L. ed. 729, 731: 204, 492, 493, 494, 510, 717, 1181.
v. Richards, 55 Fed. 129: 87, 1811.
v. Smith, 21 How. 579, 16 L. ed. 223: 894.
v. State H. Com'rs, 17 Wall. 648, 21 L. ed. 744: 1197.
v. U. S., 139 Fed. 409: 365.
v. U. S., 4 Wall. 163, 18 L. ed. 319: 2439, 2440.
v. Walker, 82 N. Y. 260: 802.
v. Wild, 1 Madd. 528: 1026, 1027.
v. Windsor Nat. Bank, C. C. A., 56 Fed. 76: 82, 91, 1555, 2542.
v. Woodside, C. C. A., 164 Fed. 680: 2076, 2077.
Walker Mfg. Co. v. Knox (C. C. A.), 136 Fed. 334: 2543.
Walker Patent Pivoted Bin Co. v. Bernard Gloekler Co., 188 Fed. 435: 875.
v. Miller & England, 132 Fed. 823: 875.
v. Miller, 146 Fed. 249: 1221.
Walkley v. Muscatine, 6 Wall. 481, 18 L. ed. 930: 330.
Wall, *Ex parte*, 107 U. S. 265, 27 L. ed. 552: 1449.
Wall v. Chesapeake, & O. Ry. Co., C. C. A., 95 Fed. 398, Ward, J., dissenting: 587
v. Cox, 101 Fed. 403: 2184.
v. Cox, 181 U. S. 244, 45 L. ed. 845: 2095, 2097, 2098.
v. Thomas, 41 Fed. 620: 431, 434, 441, 445.
Walla Walla v. Walla Walla Water Co., 172 U. S. 1, 11, 43 L. ed. 341, 346: 62, 327.
v. Walla Walla Water Co., 60 Fed. 957: 69, 73.
Wallace v. Adams, 204 U. S. 415, 425, 51 L. ed. 547, 552: 430.
v. Anderson, 5 Wheat. 291, 5 L. ed. 91: 1527.
v. Baring, 21 N. Y. App. Div. 477, 48 N. Y. Suppl. 692: 1084.
v. Chicago & E. S. Co., 46 Ill. App. 571: 1085.

[References are to pages.]

Wallace v. Douglas, 116 N. C. 659: 2385.
v. Holmes, 9 Blatchf. C. C. 65: 440.
v. Loomis, 97 U. S. 146, 163, 24 L. ed. 895, 901: 315, 981, 987, 988, 989.
v. McConnell, 13 Pet. 136, 10 L. ed. 95: 172 175, 1535.
v. Wallace, Halst. (N. J.) Dig. 173: 684.
v. Rudolph, 217 U. S. 561, 54 L. ed. 883: 2441.
Wallenburg v. Missouri Pac. Ry. Co., 159 Fed. 217: 1835, 1847.
Waller, *Re*, 142 Fed. 883: 2210.
Waller v. Coler, 125 Fed. 821: 104.
v. Harris, 7 Paige (N. Y.) 167: 1263.
v. U. S., C. C. A., 179 Fed. 810: 1703, 1709, 1716.
Wallin v. Reagan, 171 Fed. 758: 118.
Wallis v. Hodgeson, 2 Atk. 56: 1061.
Wallula Pac. Ry. Co. v. Portland & S. Ry. Co., 154 Fed. 902: 87.
Walworth v. Holt, 4 Myl. & Cr. 619: 316, 415, 425.
Walmsley v. Child, 1 Ves. Sen. 343: 563.
Walrath, *Re*, 175 Fed. 243: 2023, 2245.
Walsbach L. Co. v. Mahler, 88 Fed. 427: 1187.
Walser v. Memphis, C. & N. W. Ry. Co., 19 Fed. 152: 101, 1849, 1850.
v. Seligman, 13 Fed. 415: 324.
Walsh, *Re*, 104, Fed. 518: 2140.
Walsh v. The Louisiana, 4 Fed. 751: 2008.
v. Memphis, C. & N. W. R. Co., 6 Fed. 797: 101, 449.
v. Meyer, 111 U. S. 31, 28 L. ed. 338: 2444.
v. Preston, 109 U. S. 297, 27 L. ed. 940: 392, 443.
v. Trevannion, 16 Simons, 178: 1264.
v. U. S., C. C. A., 174 Fed. 615: 225, 1739.
v. U. S., C. C. A., 174 Fed. 621: 1653.
v. U. S. 177 Fed. 208: 1654.
Walsh Bros. Re, 159 Fed. 560: 2111.
Walsham v. Stainton, 2 H. & M. 1, 12 W. R. 199: 1126.
Walshe, *Re*, 125 Fed. 572; aff'd. 194 U. S. 217, 24 S. Ct. 657, 48 L. ed. 938: 1638.
Washington v. Nevin, 128 U. S. 578, 32 L. ed. 544: 2518.
Walter v. Northeastern R. Co., 147 U. S. 370, 37 L. ed. 206: 49.
Walter A. Wood H. Co. v. Minneapolis E. H. Co., 61 Fed. 256: 83, 85.
v. Skinner, 139 U. S. 293, 295, 25 L. ed. 193, 194: 2404, 2408.
Walter Baker & Co. v. Baker, 89 Fed. 673: 777, 778.
Walter D. Wallett, The, 66 Fed. 1011: 1944.
Walter Scott & Co. v. Winton, C. C. A., 115 Fed. 284: 2281, 2282, 2429.
Walters v. Chicago, B. & Q. R. Co., 104 Fed. 337: 136.
Walther v. Williams Mercantile Co., C. C. A., 169 Fed. 270: 2207.
Walton v. Coulson, 1 McLean, 125: 399.
v. Crowley, 3 Blatchf. 440: 886.
v. Herbert, 3 Green Ch. (N. J.) 73: 571.
v. Johnson, 15 Sim. 352: 904, 998.
v. Marietta Chair Co., 157 U. S. 342, 39 L. ed. 725: 2466.
v. McNeil, Fed. Cas. No. 17,134: 125.
v. Stafford, 14 App. D. (N. Y.) 310: 1069.
v. U. S., 9 Wheat. 651, 6 L. ed. 182: 1591, 1594.
v. Wild Goose Min. & Trading Co., C. C. A., 123 Fed. 209: 2529.
Wanamaker v. Enterprise Mfg. Co. C. C. A. 53 Fed. 791: 876.
Wanata, 95 U. S. 600, 24 L. ed. 461: 1959, 2493.
Wanderer, The, 20 Fed. 655: 2006.
Wanesboro Drug Co., *Re*, 157 Fed. 101: 2232.
Wange v. Public Service Ry. Co., 159 Fed. 189: 195.
W. A. Paterson Co. *Re*, C. C. A. 34 L.R.A.(N.S.) 31, 186 Fed. 629: 2188.

[References are to pages.]

Warax v. Cincinnati, N. O. & T. P. Ry. Co., 72 Fed. 637, 640: 1783.
Warburton v. L. & R. Ry. Co., 2 Beav. 253: 921.
Ward, *Ex parte*, 173 U. S. 452, 43 L. ed. 765: 1477.
Ward, *Re*, C. C. A., 194 Fed. 89: 2137.
Ward, *Re*, 194 Fed. 179: 2287.
Ward, *Re*, 5 Am. B. R. 215: 2098.
Ward v. Arredondo, Fed. Cas. No. 17,148 (1 Paine, 410): 115, 434, 1814, 1900.
v. Arrendondo, Hopk. Ch. (N. Y.) 213: 1262.
v. Blake Mfg. Co., C. C. A., 56 Fed. 437: 472, 1840, 2548.
v. Chamberlain, 2 Black. 430, 17 L. ed. 319: 2380.
v. Chamberlain, 21 How. 572, 16 L. ed. 219: 1967.
v. Cochran, C. C. A., 71 Fed. 127: 1149.
v. Cochran, 150 U. S. 597, 37 L. ed. 1195: 1592.
v. Conegys, 2 How. Pr. N. S. (N. Y.) 428: 683.
v. Congress Const. Co., C. C. A., 99 Fed. 598: 1761, 1778.
v. Fashion Fed. Cas. 17, 154: 1971.
v. Franklin, 110 Fed. 794: 1803.
v. Gregory, 7 Pet. 633, 8 L. ed. 810: 2356.
v. Hill, 4 Gray (Mass.), 593: 1204.
v. Joslin, C. C. A., 105 Fed. 224: 668.
v. Littlejohn, 2 Silv. Sup. (N. Y.) 589, 6 N. Y. Supp. 170, 17 N. Y. Civ. Proc. 178: 793.
v. Marshall, 3 Times L. R. 578: 1126.
v. Peck, 18 How. 267, 15 L. ed. 383: 1933.
v. Peck, 111 Mass. 121: 625.
v. People, 6 Hill (N. Y.) 144, 146: 1096.
v. San Diego L. & W. Co., 79 Fed. 656, 667: 448, 449.
v. Seabry, 4 Wash. 426: 588.
v. State, 12 Wall. 163, 20 L. ed. 260: 1194.
v. Thompson, 22 How. 330, 16 L. ed. 249: 1937.
Ward v. Ward, C. C. A., 149 Fed. 204: 1408.
Wardens, etc., St. Luke's Church v. Sowles, 51 Fed. 609: 92, 93.
Ware v. Grand J. W. W. Co., 2 Russ. & M. 470: 896.
v. Regents Canal Co., 3 De-G. & J. 212: 849.
v. Ware, 42 Ga. 408: 939.
v. Wunder Brewing Co. of San Francisco, C. C. A. 160 Fed. 79: 2359.
Ware-Kramer Tobacco Co. v. Am. Tobacco Co., 178 Fed. 117, 124: 191, 780, 781, 783, 785, 786, 787.
v. Am. Tobacco Co., 180 Fed. 160: 476.
Waring v. Crane, 2 Paige (N. Y.) 79, 21 Am. Dec. 70: 358.
Warmath v. O'Daniel, C. C. A., 159 Fed. 87: 2184.
Warmouth, *Ex parte*, 17 Wall. 64, 21 L. ed. 543: 1442, 1526.
Warne, *Re*, 10 Fed. 377: 2249.
Warner, *Re*, 144 Fed. 987: 2024.
Warner v. Fowler, Fed. Cas. No. 17,182 (4 Blatchf. 311): 91.
v. Godrey, 186 U. S. 365, 46 L. ed. 1203: 2554.
v. James, 94 N. Y. App. Div. 257, 87 N. Y. Supp. 976: 789.
v. New Orleans, 167 U. S. 467, 42 L. ed. 239: 2380, 2381.
v. Norton, 20 How. 448, 15 L. ed. 950: 2555.
v. Searle & Hereth Co., 191 U. S. 195, 48 L. ed. 145: 86.
v. Spooner, 3 Fed. 890: 2191.
v. Texas & P. Ry. Co., C. C. A., 54 Fed. 920: 2467.
V. S. Co. v. Smith, 165 U. S. 28, 41 L. ed. 621: 738, 744, 769, 895.
Warren, *Ex parte*, 10 Ves. 622: 910, 1018.
Warren, The, (Blatchford, J.), 25 Fed. 782: 1286.
Warren v. Fake, 19 How. Pr. (N. Y.) 430: 943.
v. Furstenheim, 35 Fed. 691: 740.
v. Ives, Fed. Cas. No. 17,197 (1 Flip. 356): 1887, 1908.
v. Moody, 9 Fed. 673: 715, 735, 1439.

[References are to pages.]

Warren v. Parkhurst, 186 N. Y. 45, 6 L.R.A.(N.S.) 1149, 78 N. E. 579, 9 Ann. Cas. 512: 504.
v. U. S., C. C. A., 199 Fed. 753: 2251.
v. Wisconsin V. Ry. Co., Fed. Cas. No. 17,204, 6 Biss. 425: 1763, 1774.
v. Younger, 18 Fed. 859: 1551.
Warren Bros. Co. v. City of Montgomery, 172 Fed. 414: 639, 676, 875, 880.
Warren F. Co. v. Warner Bros. Co., 92 Fed. 990: 525.
Warren Featherbone Co. v. De Camp, 154 Fed. 198: 670.
Warrington, The, 1 Blatchf. & H. 335, Fed. Cas. No. 17,208: 2008.
Wart v. Wart, 117 Fed. 766 (Iowa Statute): 161, 342.
Warth, *Re*, C. C. A., 200 Fed. 408, reversing 196 Fed. 571: 2254.
Warthen v. Brantley, 5 Ga. 571: 509.
Wartman v. Wartman, Taney, 362, 29 Fed. Cas., p. 303, No. 17,210: 1360.
Wartnaby v. Wartnaby, Jac. 377: 360.
Wasatch Min. Co. v. Creston Min. Co., 148 U. S. 293, 37 L. ed. 454: 489.
Washburn, *Re*, 99 Fed. 84: 2076.
Washburn, Matter of, 4 J. Ch. 106, 114: 1637.
Washburn v. Moen Mfg. Co. v. Colwell S. B. F. Co. 1 Fed. 225: 829.
v. Phelps, 24 Vt. 506: 605.
Washburn & M. Mfg. Co. v. Cincinnati B. W. F. Co., 42 Fed. 675, U. S. C. C., S. D. Ohio: 1118.
v. Freeman Wire Co., 41 Fed. 410, U. S. C. C., E. D. Mo., Thayer, J.: 1118.
v. Scutt, 22 Fed. 710: 636, 637, 880.
W. A. Sherman, The, C. C. A., 167 Fed. 976: 1287.
Washington, The, Fed. Cas. No. 17,222: 2013.
Washington v. Columbus & C. M. R. Co., 53 Fed. 673: 115, 1798.
v. Island Lime Co., 117 Fed. 777, 778: 60, 63, 87, 1845.
Washington v. Northern Securities Co., 185 U. S. 254, 46 L. ed. 897: 6, 7, 573.
v. State, 68 Ala. 85: 1706.
v. State, 113 Ga. 698, 39 S. E. 294: 1707.
v. State, 35 Tex. Cr. 156, 32 S. W. 694: 1712.
v. Tearney, C. C. A., 197 Fed. 307: 2290.
Washington Br. Co. v. Stewart, 3 How. 413, 11 L. ed. 658: 1415, 2533, 2540, 2574.
Washington City Sav. Bank v. Thornton, 83 Va. 157: 497.
Washington Cotton Co. v. Morgan & Williams, C. C. A., 192 Fed. 310: 2068.
Washington County v. Williams, 111 Fed. 801, 49 C. C. A. 621: 27, 54, 56.
Washington Co. Nat. Bank v. Lee, 112 Mass. 521: 1065.
Washington & G. R. Co., *In* re, 140 U. S. 91, 35 L. ed. 339: 1449, 2560, 2564.
Washington & G. R. Co. v. District of Columbia, 146 U. S. 227, 232, 36 L. ed. 951, 953: 40.
v. Harmon, 147 U. S. 571, 590, 37 L. ed. 284, 291: 2543, 2560.
Washington & I. R. Co. v. Coeur D'Alene Ry. & Nav. Co., 60 Fed. 981, 9 C. C. A. 303, 15 U. S. App. 359: 81.
v. Coeur D'Alene R. & Nav. Co., 160 U. S. 77: 81.
Washington Ins. Co. v. Slee, 2 Paige (N. Y.), 365, 368: 742.
Washington Irr. Co. v. California S. D. & Tr. Co., C. C. A., 115 Fed. 20: 1239.
Washington M. Co. v. District of Columbia, 137 U. S. 62, 34 L. ed. 572: 2516.
Washington R. Co. v. Bradleys, 10 Wall. 299, 19 L. ed. 894: 2551.
Washington State Sugar Co. v. Sheppard, 186 Fed. 233: 441, 449.
Washington Tr. R. Co. v. McDade, 135 U. S. 554, 571, 34 L. ed. 235, 241: 1556.
Waskern v. Diamond, Hempst. 701: 1146.
Waskey v. Hammer, C. C. A. 179 Fed. 273: 1472, 2559.

[References are to pages.]

Wasley v. Chicago, R. I. & P. Ry. Co., 147 Fed. 608: 138.
Wasserman v. U. S., C. C. A., 161 Fed. 722: 1749.
Watchorn, *Ex parte*, 160 Fed. 1014: 1498.
Water Co. v. City of San Diego, 89 Fed. 272: 437.
Waterbury v. Laredo, Fed. Cas. No. 17,252 (3 Woods, 371): 1812.
v. Myrick, 1 Blatchf. & H. A. D. M. 34, 29 Fed. Cas. No. 17,253: 1938.
Waterfield v. Rice, 111 Fed. 625, 49 C. C. A., 504: 56.
Waterhouse v. Comer, 19 L.R.A. 403, 55 Fed. 149: 994.
Waterloo Organ Co., *Re*, 118 Fed. 904: 2128.
Waterloo Organ Co., *Re*, C. C. A., 154 Fed. 657: 2270, 2571.
Waterman v. Canal-Louisiana Bank & T. Co., 215 U. S. 33, 54 L. ed. 80: 161, 162, 433.
v. Chesapeake & Ohio Ry. Co., 199 Fed. 667: 192, 206.
v. MacKenzie, 138 U. S. 252, 34 L. ed. 923, 11 Supr. Ct. R. 334: 410, 412, 413, 447.
Waters v. Barrill, 131 U. S. lxxxiv, and 25 L. ed. 606: 2469.
v. Campbell, 5 Sawyer, 17: 1507.
v. Carroll, 9 Yerg. (Tenn.) 102: 1024.
v. Central Trust Co. (2d Ct.), C. C. A., 126 Fed. 469: 607, 1766.
v. Davis, C. C. A., 145 Fed. 912: 2117.
v. Shinn, 178 Fed. 345: 1014.
Waterson v. Payne, 151 U. S. 534, 15 L. ed. 899: 2561.
Waters-Pierce Oil Co. v. Texas, 212 U. S. 113, 53 L. ed. 432: 2396, 2405, 2478.
v. Texas, 47 Tex. Civ. App. 162, 103 S. W. 836: 158, 169.
v. Va Elderen (C. C. A.), 137 Fed. 557: 2465, 2466, 2510.
Waterton v. Croft, 5 Simons, 502: 589.
Watertown v. Croft, 5 Simons, 502: 589.
Watertown Paper Co., *Re*, C. C. A., 169 Fed. 252: 2195, 2197.
Waterville v. Van Slyke, 115 U. S. 290, 29 L. ed. 406: 2519.
Watkins, *Ex parte*, 3 Pet. 193, 203, 7 L. ed. 650, 653: 1473, 1477, 1480.
Watkins v. Atchison, 10 Hare, Ap. xlvi.: 1115.
v. Eaton, C. C. A., 183 Fed. 384: 160, 361, 401.
v. Stone, 2 Simons, 49: 632.
v. U. S., 9 Wall. 759, 19 L. ed. 820: 1068.
Watschke v. Thompson, 85 Minn. 105, 7 Am. B. R. 504: 2165.
Watson v. Asbury Park & B. Street R. Co., 73 Fed. 1: 1787, 1789.
v. Bettman, 88 Fed. 825: 159.
v. Bondurant, Fed. Cas. No. 17,278 (2 Woods, 166): 859, 1777, 1778.
v. Bondurant, 30 La. Ann. 1: 1777.
v. Bonfils, C. C. A., 116 Fed. 157: 98, 408, 723.
v. Evers, 13 Fed. 194: 120, 125.
v. Jones, 13 Wall. 679, 20 L. ed. 666: 1012.
v. Merrill, C. C. A., 69 L.R.A. 719, 136 Fed. 359: 2204, 2205, 2256.
v. National Life & Tr. Co., C. C. A., 162 Fed. 7: 426, 434, 494.
v. Nat. Life & Tr. Co., C. C. A., 189 Fed. 872: 426, 943.
v. Smith, 7 Fed. 350: 677.
v. Stevens, C. C. A., 53 Fed. 31, 35: 1405, 2565.
v. Sutherland, 5 Wall. 74, 18 L. ed. 580: 331, 338, 868.
v. Tarpley, 18 How. 517, 15 L. ed. 509: 605, 645, 1568, 1569, 1573.
v. Ulrich, 18 Neb. 186: 1255.
v. U. S. Sugar Refinery Co., 68 Fed. 769: 450, 484, 499.
Watson Freeman, *Re*, 6 Curt. 491: 1542.
Watt v. Starke, 101 U. S. 247, 25 L. ed. 826: 1203, 1208, 1209.
v. Watt, 2 Barb. Ch. (N. Y.) 371: 619.
v. White, 46 Tex. 338: 1824.
Watts v. Waddle, 1 McLean, 200: 433.
v. Waddle, 6 Pet. 389, 8 L. ed. 137: 1197, 2544, 2545.
v. Womack, 44 Ala. 605: 1085.
Watt & Dohan, *Re*, 149 Fed. 1009: 1357.

[References are to pages.]

Watt & Dohan, *Re*, 154 Fed. 678: 1280.
Watts & Sachs, *Re*, 190 U. S. 1, 47 L. ed. 933: 169, 178, 1359, 1381, 1509.
Watts-Woodward Press, *Re*, C. C. A., 181 Fed. 71, N. Y.: 2176.
Waukesha Water Co., *Re*, 116 Fed. 1009: 799, 2034, 2035.
Wavelet, The, 25 Fed. 733: 1320.
Waverley, The, 7 Bissell, 465, Fed. Cas. No. 17,301: 2007.
Waxelbaum, *Re*, 98 Fed. 589: 2043, 2044.
Way v. Clay, 140 Fed. 352: 32.
Way Tai, *Re*, 96 Fed. 484: 1489.
Wayman v. Southard, 10 Wheat. 1, 6 L. ed. 253: 351, 1350, 2380.
Wayne Pike Co. v. Hammons, 129 Ind. 368: 942.
Wayt v. Standard Nitrogen Co., (N. D. Ga.), 189 Fed. 578: 2215.
Wayt v. Standard Nitrogen Co., 189 Fed. 231: 1817, 1818.
W. B. Conkey Co. v. Russell, 111 Fed. 417, 422: 1363.
W. B. Grimes Dry Goods Co. v. Malcolm, 58 Fed. 670: 2556.
W. C. Allen & Co., *Re*, 134 Fed. 620: 2219, 2223.
Wead v. Millersburg H. W. Co., 79 Fed. 129: 1323.
Weaver, *Re*, 144 Fed. 229: 2223.
Weaver v. Alter, 3 Woods, 152: 692.
v. Boggs, 38 Maryland, 255: 748.
v. Kelly, C. C. A., 92 Fed. 417, 34 C. C. A. 423: 12, 99, 100.
v. Livigston, Hopk. Ch. (N. Y.) 595: 616.
v. Norway Tack Co., 80 Fed. 700: 24.
v. Northern Pac. Ry. Co. 125 Fed. 155: 1915, 1917.
Weale v. West Middlesex Water Works Co., 1 Jac. & Walk. 358, 369: 430.
Webb, *In re*, Shelf on Lun. 417: 360.
Webb, The, 14 Wall. 406, 20 L. ed. 774: 1959.
v. Byng, 8 De G. M. & G. 633: 1271.
Webb v. Dill, 18 Abb. Pr. (N. Y.) 261: 800.
v. Fisher, 109 Tenn. 701, 60 L.R.A. 791, 72 S. W. 110: 1428.
v. National Bank of Republic of Chicago, C. C. A., 146 Fed. 717: 1561, 1563, 1564, 1591.
v. Pell, 3 Paige (N. Y.), 368: 1406.
v. Powers, 2 W. & M. 497: 884.
v. York, 74 Fed. 753: 1520, 1644, 2334, 2410.
Webber v. Bishop, 13 Fed. 49: 1851, 1856.
v. Humphreys, 5 Dill. 223: 1776, 1779.
v. Milhills, C. C. A., 124 Fed. 64: 150, 2467, 2478.
v. Lee County, 6 Wall. 210, 18 L. ed. 781: 1453, 1463.
Weber v. Travelers' Co., 45 Fed. 657: 1846.
v. Wallerstein, No. 1, 111 App. Div. (N. Y.) 693: 508, 524.
Weber Bros. v. Grand Lodge of Kentucky, F. & A. M., C. C. A. 171 Fed. 839: 2414.
Weber Co., *Re*, C. C. A., 200 Fed. 404: 2111.
Weber Furniture Co., *Re*, Fed. Cas. No. 17,330, 13 N. B. R. 529: 2232.
Webster v. Cooper, 14 How. 488, 14 L. ed. 510: 1568.
v. Crothers, 1 Dillon, 301: 1895.
v. Fitchburg R. Co., 32 Misc. (N. Y.) 442, 66 N. Y. Supp. 220: 792, 793.
v. Oliver Ditson Co., 171 Fed. 895: 1391.
Webster Coal Co. v. Cassatt, 207 U. S. 181, 52 L. ed. 160: 1128, 2424.
Webster Loom Co. v. Short, 10 Off. Gaz. 1019: 705.
v. Higgins, 13 Blatchf. 349: 731.
v. Higgins, 43 Fed. 673: 1229, 1397.
Wecker v. National Enameling & Stamping Co., 204 U. S. 176, 51 L. ed. 430: 1872, 1843, 1844.
Wedding v. Meyler, 192 U. S. 573, 581, 48 L. ed. 570, 573: 2401.

[References are to pages.]

Wedekind v. So. Pac. Co., 36 Fed. 279, 281: 1815, 1817.
Weed v. Central Ga. Ry. Co., 100 162: 1333.
v. First National Bank, 117 App. Div. (N. Y.) 340: 842.
Weedman Stave Co., *Re*, C. C. A., 199 Fed. 948: 2062, 2110, 2114.
Weed Sewing Mach. Co. v. Smith, 71 Ill. 204: 1853, 1854.
v. Kellogg, 6 McLean, 44: 1140, 1141.
Weeks v. International Trust Co., 116 Fed. 898: 82.
v. International Trust Co., C. C. A., 125 Fed. 370, 373: 12.
v. Weeks, 106 N. Y. 626: 981.
Weems v. U. S., 217 U. S. 349, 54 L. ed. 793: 2477, 2530.
v. U. S., 217 U. S. 349, 54 L. ed. 793: 2549.
v. George, 13 How. 190, 14 L. ed. 108: 205.
Wehl v. Wald, Fed. Cas. No. 17,350 (17 Blatchf. 342): 1823, 1829.
Wehrman v. Conklin, 155 U. S. 327, 39 L. ed. 173: 343, 1431.
Weide v. Ins. Co. of N. A., 3 Chic. L. N. 353: 1544.
Weidenfeld v. Northern Pac R. Co., C. C. A., 129 Fed. 305, 311: 418.
v. Sugar Run R. Co., 48 Fed. 615, 619: 344.
Weightman v. Powell, 2 De G. & S. 570: 616.
Weil, *Re*, 11 Fed. 897: 2170.
Weiland, *Re*, 197 Fed. 116: 2207.
Weiler v. Mooney, — N. Y. St. Rep. 651: 791.
Weinger, Bergman & Co., *Re*, 126 Fed. 875, 11 Am. B. R. 424: 2096.
Weinreb, C. C. A., *Re*, 146 Fed. 243, 16 Am. B. R. 702: 2114, 2117.
Weir v. Bay State Gas Co., 91 Fed. 910, per Dallas, J.: 510.
v. Roudtree, 216 U. S. 607, 54 L. ed. 635: 2376.
v. Winnett, 155 Fed. 824: 636.
Weiss, *Re*, 142 Fed. 279: 2069.
S. D. N. Y., 159 Fed. 295: 2262.
Weiss v. Haight & Freese Co. 148 Fed. 399: 1230, 1339.
Weisman, *Re*, 178 Fed. 115: 2209.
Weisshaar v. Kimball S. S. Co., C. C. A., 65 L.R.A. 84, 128 Fed. 397: 1992, 1993.
Weitzel, 191 Fed. 463: 2173.
Welch v. Cincinnati, N. O. & F. P. Ry. Co., 177 Fed. 760: 1783, 1785, 1786, 1916, 1918.
v. Fallon, 181 Fed. 875: 1946.
v. Mandeville, 7 Cranch, 152, 3 L. ed. 299: 2421.
v. Thorn, 16 La. 188: 1856.
Weldon v. Fritzlen, 128 Fed. 608, 614: 1081, 1800, 1861, 1866, 1914.
Welsbach Lt. Co. v. Cosmopolitan Inc. El. Co., 100 Fed. 648: 876.
v. Cohn, 181 Fed. 123: 640, 656, 677.
v. Cosmopolitan Incandescent Gaslight Co., 100 Fed. 648: 874, 1196.
v. Rex I. L. Co., 87 Fed. 477: 528.
Welsh v. German-American Bank, 42 N. Y. Sperior Ct. 462, errors in accounts stated: 478.
Weller v. J. B. Pace T. Co., 32 Fed. 860: 1784, 1789.
v. Pennsylvania R. Co., 113 Fed. 502: 584.
Welles v. Graves, 41 Fed. 459: 442.
Wellesley v. Mornington, 17 Beav. 181: 915.
v. Wellesley, 4 Myl. & Cr. 554, 558: 717.
Wellhouse, *Re*, 113 Fed. 962: 1164, 2216.
Welling, *Re*, C. C. A., 113 Fed. 189: 2160.
v. La Bau, 35 Fed. 302: 1233, 1273.
v. Trimming Co., 2 Ban. & A. 1: 1366.
Wellman v. Howland Coal & Iron Works, 19 Fed. 51: 117, 1884.
Wells, *Ex parte*, 3 Woods, 128, Fed. Cas. No. 17,386: 1876, 1877.
Wells, *Re*, 114 Fed. 222: 2100.
v. Clark, 136 Fed. 162: 1531.
v. Cruger, 5 Paige (N. Y.), 164: 618.
v. Higgins, 132 N. Y. 459: 1008, 2168.

[References are to pages.]

Wells v. McGregor, 13 Wall. 188, 20 L. ed. 538: 2433.
v. Oregon Ry. & N. Co., 8 Sawyer, 600: 781.
v. Southern Min. Ry. Co., 1 Fed. 270: 968.
v. S. & P. Guano Co., 89 Va. 708: 501.
v. Strange, 5 Ga. 22: 556.
v. Wilkins, 116 U. S. 393, 29 L. ed. 671: 2509.
v. Wood, 10 Ves. 401: 732.
Wells, F. & Co. v. N. Pac. Ry. Co., 23 Fed. 469: 900.
Wenar v. Jones, 217 U. S. 593, 54 L. ed. 896: 2422.
Wenberg v. A Cargo of Mineral Phosphate, 15 Fed. 285, 288: 1288.
Wende v. Horine, 191 Fed. 620: 413.
Wenger v. Chicago & E. R. Co., C. C. A., 114 Fed. 34: 448, 1250.
Wenham, *Re*, 153 Fed. 910: 2225.
Wentworth Lunch Co., *Re*, C. C. A., 191 Fed. 821: 2103, 2110, 2261.
Werden v. Searls, 121 U. S. 14, 26, 30 L. ed. 853, 857: 2546.
Werder, *In re*, 15 Fed. 789: 975.
Werlein v. New Orleans, 177 U. S. 390, 44 L. ed. 817: 660, 664.
Werner v. Murphy, 60 Fed. 769: 1013, 1014.
Wert v. Skip, 1 Vesey, 218: 1390.
Wertheim v. Continental Ry. & Tr. Co., 15 Fed. 716: 1111.
West v. Aurora City, 6 Wall. 139, 18 L. ed. 819: 53, 1808.
v. Cabell, 153 U. S. 78, 38 L. ed. 643: 1620.
v. Cincinnati, N. O. & T. P. Ry. Co., 170 Fed. 349: 580, 584.
v. Duncan, 42 Fed. 430: Smith v. Lee, 77 Fed. 779: 413, 445.
v. East Coast Cedar Co. (C. C. A.), 113 Fed. 737, 741: 865, 925, 1562, 2498.
v. Home Ins. Co., 18 Fed. 622: 1426, 1429.
v. Irwin (C. C. A.), 54 Fed. 419: 2503, 2504.
v. W. A. McLaughlin & Co.'s Trustee, C. C. A., 162 Fed. 124: 2194, 2289.
West v. O'Neill, 14 Misc. (N. Y.) 235, 35 N. Y. Supp. 714: 790.
v. Smith, 101 U. S. 263, 25 L. ed. 809: 814, 1899.
v. Randall, 2 Mason, 181: 426, 428, 435, 454, 497.
v. Reynolds, 35 Fla. 317, 71 So. 740: 1180
West Chicago St. R. Co. v. Ellsworth (C. C. A.), 77 Fed. 664: 2521.
Western Union Tel. Co. v. Pittsburg, C., C. & St. L. Ry. Co., 137 Fed. 435: 333.
Westall v. Avery, 171 Fed. 626: 2031, 2015.
Westbrook, *Re*, 186 Fed. 414: 2238, 2253.
Westfall Bros., *Re*, 8 Am. B. R. 431: 2136.
Westfeldt v. North Carolina Min. Co., C. C. A., 166 Fed. 706: 155.
West Fork Glass Co. v. Innes-Weld Glass Co., C. C. A., 178 Fed. 205: 1432.
Westheider v. Wabash Railroad Co., 115 Fed. 840: 138.
Westlake v. Marrin, 176 Fed. 742: 1234, 1247.
Wellford v. Miller, 1 Cranch, C. C. 485: 1151.
Westminster, II, 13 Ed. W. 1. c. 45: 1528.
West of England Bank v. Nicholls, 6 Ch. D. 613: 1124.
West Phila. Nat. Bank v. Field, 140 Pa. St. 473: 2180.
West Portland H. Ass'n v. Lownsdale, 17 Fed. 205: 650.
West Pub. Co. v. Edward Thompson Co., 151 Fed. 138: 1104.
v. Lawyers' Co-operative Pub. Co., 25 L.R.A. 441; 64 Fed. 360: 884.
West Virginia v. Laing, C. C. A., 133 Fed. 887: 176, 1511.
West Wisconsin R. Co. v. Foley, 94 U. S. 100, 24 L. ed. 71: 2561.
Western A. L. Const. Co. v. M'Gillis, 127 U. S. 776, 32 L. ed. 324: 2485, 2509.
Western & A. R. Co. v. Roberson, C. C. A., 61 Fed. 592: 1053.
Western Bank Note & Engraving Co. v. Slentz, C. C. A., 188 Fed. 57: 2566.

[References are to pages.]

Western Dredging & Imp. Co. v. Heldmaier, C. C. A., 116 Fed. 179: 1424, 1592, 1593.
Weston El. Instrument Co. v. Am. Instrument Co., 169 Fed. 659: 877.
Western El. Co. v. Keystone Tel. Co., 15 Fed. 809: 876.
v. Reedy, 66 Fed. 163: 622.
Western Implement Co., *Re*, 166 Fed. 577: 2212.
Western Inv. Co., *Re*. 170 Fed. 677: 2121, 2124.
Western Loan & Savings Co. v. Butte & Boston Consol. Min. Co., 210 U. S. 368, 52 L. ed. 1101: 195, 196, 611.
Western Mortepolis, The, 12 Wall. 389, 20 L. ed. 394: 2537.
Western Nat. Bank v. Armstrong, 152 U. S. 346, 38 L. ed. 470: 412.
v. Armstrong, 152 U. S. 346, 38 L. ed. 470: 439.
Western N. Y. & P. R. Co. v. Penn Refining Co., C. C. A., 137 Fed. 343: 1014, 1040.
Western Pac. R. Co. v. U. S., 108 U. S. 510, 27 L. ed. 806: 462.
Western States, The, 151 Fed. 929: 1970.
Western Telephone Mfg. Co. v. Am. El. Tel. Co., 137 Fed. 603: 536.
Western Tie & Timber Co. v. Brown, 196 U. S. 502, 49 L. ed. 571: 2181, 2207, 2228, 2279, 2295.
Westhus v. Union Tr. Co. of St. Louis, C. C. A., 168 Fed. 617: 2540.
W. U. Tel. Co. v. Am. Bell T. Co., 50 Fed. 662: 1164, 1165, 1231.
v. Andrews, 216 U. S. 165, 54 L. ed. 430: 395.
v. Ann Arbor R. Co., 178 U. S. 239, 44 L. ed. 1052: 59, 60.
v. Arnold (Texas 1903) 77 S. W. 249; affirmed, 79 S. W. 8: 27.
Western Union Tel. Co. v. Boston S. D. & Tr. Co., C. C. A., 112 Fed. 37: 1331.
v. Brown, 32 Fed. 337: 190, 191, 1787, 1788, 1802, 1808.
v. Burlington & S. W. Ry. Co., 11 Fed. 1: 911.
Western Union Tel. Co. v. Call Pub. Co., 181 U. S. 92, 45 L. ed. 765: 1572.
v. City Council, 56 Fed. 419, 420: 36, 41.
v. Cook, C. C. A., 61 Fed. 621: 1569.
v. Cooper, 182 Fed. 710: 858, 1888.
v. Crovo, 220 U. S. 364, 55 L. ed. 498: 2401, 2402.
v. Dickinson, 40 Ind. 444: 133.
v. Engler, C. C. A., 75 Fed. 102, 21 C. C. A. 246: 1939.
v. Griffith, 104 Ga. 56, 30 S. E. 420: 1886.
v. Horack, Id. 309: 1854, 1883.
v. St. Joseph & W. Ry. Co., 3 Fed. 430: 890.
v. Julian, 169 Fed. 166: 395.
v. Norman, 77 Fed. 13: 48, 51, 76.
v. Pennsylvania Co., C. C. A., 68 L.R.A. 968, 129 Fed. 840: 319, 1614.
v. Philadelphia, B. & W. R. Co., 124 Fed. 974: 911.
v. Pittsburg, C., C. & St. L. Ry. Co., 137 Fed. 435: 209, 1260.
v. Poe, 61 Fed. 449: 76.
v. Rogers, 93 U. S. 565, 23 L. ed. 977: 2440.
v. St. J. & W. Ry. Co., 3 Fed. 430: 911.
v. Trapp, C. C. A., 186 Fed. 114: 340, 348, 349.
v. Union Pac. Ry. Co., 3 Fed. 423: 890, 910.
v. Winland, C. C. A., 182 Fed. 493: 2416, 2474, 2475, 2529, 2530.
v. White, 102 Fed. 705: 26.
v. Wood, C. C. A., 21 L.R.A. 706, 57 Fed. 471: 1569.
v. Wright, 168 Fed. 558: 2181.
Western Wheel Scraper Co. v. Drenner, 79 Fed. 820: 2492.
v. Gahagan, 152 Fed. 648: 610, 612.
Westinghouse v. Carpenter, C. C. A., 43 Fed. 894: 532, 881, 921.
Westinghouse A. B. Co. v. Burton S. C. Co., 70 Fed. 619: 581, 728, 879, 880.
v. Carpenter, 32 Fed. 481: 532.
v. Christensen Eng. Co., 128 Fed. 749: 875, 1196, 1366, 1370, 1373.

[References are to pages.]

Westinghouse Air Brake Co. v. New York Air Brake Co., 140 Fed. 144: 1285.
Westinghouse Mach. Co. v. El. Storage Battery Co., C. C. A., 25 L.R.A.(N.S.) 673, 170 Fed. 430; reversing 165 Fed. 992: 1113.
v. Allis-Chalmers Co., 168 Fed. 91: 405, 406.
Westinghouse El. & Mfg. Co. v. Condit El. Mfg. Co., 159 Fed. 144: 876.
v. Jefferson Electric Light, Heat & Power Co., 135 Fed. 365: 668.
v. Ohio Brass Co., 186 Fed. 518: 539, 543, 641.
v. Royal Weaving Co., 115 Fed. 733: 876.
v. Sangamo El. Co. 128 Fed. 747: 1364, 1373.
v. Stanley Instrument Co., 6R C. C. A. 541: 678.
v. Stanley Instrument Co. (C. C. A.), 138 Fed. 823: 2516.
v. Sutter, 194 Fed. 888: 876.
v. Wagner El. & Mfg. Co., 225 U. S. 604, 56 L. ed. 1222: 2541.
Westinghouse El. & N. Co. v. Mustard. 87 ed. 336: 704.
Westinghouse El. Co. v. Stanley El. Co. 116 Fed. 641: 198.
v. Wagner Mfg. Co., 225 U. S. 604, 615, 56 L. ed. 1222, 1225: 1225.
Westerly Waterworks v. Town of Westerly. 77 Fed. 783: 920, 931.
Westley v. Williamson, 2 Molloy, 458: 1331.
Wetherby v. Stinson, C. C. A., 62 Fed. 173: 99, 118.
Wetmore, *Re*, 99 Fed. 703: 2242, 2245, 2251.
v. Karrick, 205 U. S. 141, 51 L. ed. 745: 1605, 1608.
v. Markoe, 196 U. S. 68, 49 L. ed. 390: 2257.
v. Rymer, 169 U. S. 115, 42 L. ed. 682: 1171.
v. Scovell, 3 Edw. Ch. (N. Y.) 515: 847.
v. Rymer, 169 U. S. 115, 42 L. ed. 682: 2362.
v. St. Paul & P. R. Co., 3 Fed. 177: 1202, 1274.
v. U. S., 10 Pet. 647, 9 L. ed. 567: 1063.
Wetzel & T. Ry. Co. v. Tennis Bros. Co., C. C. A., 145 Fed. 158: 608, 2549.
Wetzler v. Schaumann, 24 N. J. Eq. 60: 1250.
Westcomb v. Westcomb, 1 Dick, 233: 400.
Westlake v. Marrin, N. Y. L. J., July 7, 1910: 1001.
Westcott v. Cady, 5 J. Ch. (N. Y.) 334, 342, 9 Am. Dec. 306: 761.
v. Fairfield, Pet. C. C. 45: 98.
v. Fulvane, 58 Fed. 305: 921.
Weston v. Charleston, 2 Pet. 449, 7 L. ed. 481: 2400.
v. Empire Assurance Corporation, L. R. 6 Eq. 23: 484.
v. Haggerston, G. Cooper, 131: 1393.
Western El. Co. v. Williams-Abbott El. Co., 83 Fed. 842: 531, 783.
Weston El. Instrument Co. v. Empire El. Instrument Co., 166 Fed. 867: 1391, 1399.
v. Empire Electrical Instrument Co., C. C. A., 177 Fed. 1006: 405.
v. Valce Bros. El. Co., 145 Fed. 534: 527.
W. F. Babcock, The, C. C. A., 85 Fed. 978: 1074.
W. G. Coyle & Co. v. Stern, C. C. A., 193 Fed. 582: 1769.
v. Stern, C. C. A., 193 Fed. 582: 1758.
Whalen v. Gordon, C. C. A., 95 Fed. 305: 26.
v. Sheridan, 10 Fed. 661: 1592.
Wharam v. Broughton, 1 Ves. Sr. 185: 742.
Whatley Bros., *Re*, 199 Fed. 326: 2171.
Wheaton v. Kendall, 85 Fed. 666: 268, 538, 539.
v. Love, 1 Cranch, C. C. 451: 1141.
Wheeler, *Re*, 5 Fed. 299: 2236, 2252.
C. C. A., 165 Fed., 188: 2246.
v. Abilene Nat. Bank Bldg. Co., C. C. A., 16 L.R.A. (N.S.) 892, 159 Fed. 391, 393, 14 Ann. Cas. 917: 1233.
v. Cloyd, 134 U. S. 537, 33 L. ed. 1008: 2444.
v. Harris, 13 Wall. 51, 20 L. ed. 531: 2432, 2508.

[References are to pages.]

Wheeler v. McCormack, 4 Fish. Pat. Cas. 433: 208, 676.
v. McCormack, 8 Blatchf. 267: 637.
v. Sedgwick, 94 U. S. 1, 24 L. ed. 31: 2547.
v. Smith, 81 Fed. 319: 1015.
v. U. S., 226 U. S. 478: 1094, 1095, 1102.
v. Williamson, 14 Am. Law Reg. 5: 1507.
Wheeler's Case, 5 Ct. Cl. 504: 2323.
Wheeler & Wilson Mfg. Co. v. Filer, 52 N. J. Eq. 164: 1180.
Wheelock v. State (Tex. Cr. App. 1896), 38 S. W. 182: 790, 1712.
Wheeling v. City of Baltimore, Fed. Cas. No. 17,502 (1 Hughes, 90): 138.
Wheeling & Belmont Br. Co. v. Wheeling Br. Co., 138 U. S. 287, 290, 34 L. ed. 967, 968: 954, 1613, 2425.
Wheeling Br. & T. R. Co. v. Cochran (C. C. A.), 68 Fed. 141: 2479.
Wheeling & O. Br. Co. v. Wheeling, 138 U. S. 287, 34 L. ed. 967: 2424.
Wheelwright v. St. L., N. O. & O. C. & Tr. Co., 50 Fed. 709: 154, 194, 593.
Whelan v. Enterprise Transp. Co., 175 Fed. 212: 1005.
v. Manhattan Ry. Co., 86 Fed. 219, 220: 1293.
v. N. Y., L. E. & W. R. Co., 35 Fed. 849, 1 L.R.A. 65: 954, 959, 1762, 1812, 1825, 1862, 1867, 1868.
Wheless v. City of St. Louis, 180 U. S. 379, 45 L. ed. 583: 45.
Whilt v. Chester Traction Co., 7 Pa. Dist. R. 693: 1925.
Whilton v. Jones, 2 Y. & C. 214: 420.
Whipple v. Cumberland Cotton Mfg. Co., 3 Story, 84: 1321, 1322, 1325.
v. Hutchinson, 4 Blatch. 190: 914, 915.
Whistler, 13 Fed. 295: 1960, 1961.
v. Webb, Bunb. 53: 420.
Whitaker & Ray Co. v. Roberts, County Superintendent of Schools, 155 Fed. 882: 794, 1454.
Whitbeck v. Edgar, 2 Barb. Ch. (N. Y.) 106: 458, 509, 1181.
Whitbread v. Brockhurst, 2 Ves. & Bea. 154, note: 632.
Whitcomb v. Emerson, 50 Fed. 128: 1990.
v. Hooper, C. C. A., 81 Fed. 946: 996.
v. Smithson, 175 U. S. 635, 44 L. ed. 303: 1786, 1801, 1821, 2518.
White, *Re*, 17 Fed. 723: 2207.
45 Fed. 237: 1516.
C. C. A., 55 Fed. 54, 5 C. C. A., 29: 1643.
109 Fed. 635: 2223.
135 Fed. 199: 2080.
C. C. A., 177 Fed. 194: 2209.
v. Arthur, 10 Fed. 80: 1351, 1352.
v. Berry, 171 U. S. 366, 376-378, 43 L. ed. 199: 329, 862.
v. Bishop of Peterborough, 3 Swanst. 109: 975.
v. Boyce, 21 Fed. 228: 321.
v. Bradley Timber Co., 116 Fed. 768: 2084, 2086.
v. Bromley, 20 How. 235, 250, 15 L. ed. 886, 890: 1079.
v. Buloid, 2 Paige (N. Y.), 164: 704.
v. Butler, 171 U. S. 379, 43 L. ed. 204: 862.
v. City, 8 Phila. 241: 1809.
v. Crow, 110 U. S. 183, 28 L. ed. 113: 323, 618.
v. Ewing, 159 U. S. 36, 40 L. ed. 67: 94, 146, 1001.
v. Foljambe, 11 Ves. 337: 1283.
v. Hess, 8 Paige (N. Y.), 544: 1082.
v. Hillacre, 3 Y. & C. 597: 424.
v. Holt, 20 W. Va. 792: 1888, 1889.
v. Hunter, 47 Fed. 819: 874.
v. Iowa Nat. Bank, C. C. A., 71 Fed. 91: 2457.
v. Keokuk & D. M. Ry. Co., 52 Iowa, 97: 1011, 1040.
v. Lisle, 3 Swanst. 342: 1204, 1207.
v. McClellan, 62 Md. 347, 593.
v. Miller, 158 U. S. 128, 39 L.
v. National Bank, 102, U. S. ed. 921: 399, 770.
658, 26 L. ed. 250, 252: 1571.

[References are to pages.]

White v. Rankin, 144 U. S. 628, 36 L. ed. 569: 83.
v. U. S., 19 Ct. Cl. 436: 2324.
White & St. L. & W. R. Co. v. Reardon, C. C. A., 159 Fed. 366: 1136, 2571.
v. Renaier, The, 45 Fed. 73: 1962.
v. Schloerb, 178 U. S. 542, 44 L. ed. 1183: 151, 156, 178, 2095, 2097, 2098.
v. State, 52 Miss. 216, 225: 1095.
v. St. Guirons, Minor (Ala.), 331, 12 Am. Dec. 56: 1063, 1064.
v. Toledo, St. L. & K. C. R. Co., 79 Fed. 133: 351.
v. S. C., C. C. A., 72 Fed. 251: 314, 1448.
v. Wansey, C. C. A., 116 Fed. 345: 1088.
v. Whitman, 1 Curt. 494: 636.
v. Zust, 28 N. J. Eq. 107: 1241.
White Dental Mfg. Co. v. Johnson, 56 Fed. R. 262: 877.
Whitehead v. Shattuck, 138 U. S. 146, 34 L. ed. 873; Scott v. Neely, 140 U. S. 106, 35 L. ed. 358: 338, 343, 346, 897.
Whitehouse v. Partridge, 3 Swanst. 365, 377: 1046.
Whitelegg v. Whitelegg, 1 Brown, Ch. C. 57: 909.
Whiteley v. Central Ir. Co., C. C. A., 34 L.R.A. 303, 76 Fed. 74: 967.
Whiteley Malleable Castings Co. v. Sterlingworth Railway Supply Co., 83 Fed. 853: 1764, 1765, 1819.
Whiteman v. The Neptune, 1 Peters Adm. 180, Fed. Cas. No. 17,569: 2009.
Whiteside v. Haselton, 110 U. S. 296, 301, 28 L. ed. 152, 154: 652.
v. Pendergast, 2 Barb. Ch. (N. Y.) 471: 1040.
v. Hazelton, 110 U. S. 206, 28 L. ed. 152: 2520.
Whitesides v. Lefferty, 3 Humph. (Tenn.) 150: 1005.
Whitener, *Re*, C. C. A., 105 Fed. 180: 2098, 2281, 2285, 2293.
Whitfield, *Ex parte*, 2 Atk. 315: 1018.
v. Faussett, 1 Ves. Sen. 392: 392: 563.
Whitford v. Clark Co., 119 U. S. 522, 30 L. ed. 500: 1141.
Whiting v. Equitable L. A. Soc., 60 Fed. 197: 743, 1258, 1266, 1402, 1403, 1411, 1413, 1414, 1415, 1594, 2428, 2499.
Whitlock v. Lazoo & Mississippi Valley R. Co., 91 Miss. 779, 45 So. 861: 506.
Whitman v. Hubberll, 30 Fed. 81: 36, 37, 39, 141, 418.
Whitmire v. Cherokee Nation, 30 Ct. Cl. 138, 180: 2303.
Whitmore, *Ex parte*, 1 Dick. 143: 1046.
v. Jennys, 1 Barbour (N. Y.) 53: 793.
Whitney, *Ex parte*, 13 Pet. 404, 10 L. ed. 221: 1450.
v. Am. Shipbuilding Co., 197 Fed. 777: 23, 37, 43, 1770.
v. Belden, 4 Paige (N. Y.) 140: 1269.
v. Buckman, 26 Cal. 447: 938.
v. Cook, 99 U. S. 607, 25 L. ed. 446: 2518, 2561.
v. Dick, 202 U. S. 132, 140, 50 L. ed. 963, 966: 22, 1469, 1473, 2558.
v. Dresser, 200 U. S. 532, 50 L. ed. 584: 2135, 2194.
v. Fairbanks, 54 Fed. 985: 483, 521, 523.
v. Fox, 166 U. S. 637, 41 L. ed. 1145: 1087.
v. Huntt, 5 Cranch, C. C. 120: 1148.
v. Nat. Ex. Bank, 84 Fed. 377: 1249.
v. U. S., 18 Ct. Cl. 19: 2315, 2349.
v. U. S., 167 U. S. 529, 42 L. ed. 263: 1057.
v. Wenman, 198 U. S. 539, 49 L. ed. 1157, 25 Sup. Ct. 778: 2024, 2114, 2106, 2109, 2110, 2111.
v. Wilder, C. C. A., 54 Fed. 554, 555: 857.
Whitney Nat. Bank v. Parker, 41 Fed. 402, 406: 486.
Whiton v. Albany Ins. Co., 109 Mass. 30: 1065.
Whitworth v. U. S. (C. C. A.), 114 Fed. 302: 1738, 2540, 2555.
Whittaker v. Illinois Cent. R. Co., 176 Fed. 130: 188, 191.

[References are to pages.]

Whittelsey v. U. S., 5 Ct. Cl. 452: 2306.
Whittemore v. Cutter, 1 Gall. 429: 675.
v. Patten, 81 Fed. 527: 320, 625, 785.
Whittemore Bros. & Co. v. World Polish Mfg. Co., 159 Fed. 480: 650, 680.
Whitten v. Tomlinson, 160 U. S. 231, 40 L. ed. 406: 2496.
Whittier v. Hartford Ins. Co., 55 N. H. 141, 20 Am. Rep. 185: 1827.
Whittingham v. Woler, 2 Swanst. 428, n.: 929.
Whitten, *Ex parte*, 67 Fed. 230: 1482.
v. Tomlinson, 160 U. S. 231, 242, 40 L. ed. 406, 412: 1508, 1510, 1514.
Whittenton Mfg. Co. v. Memphis & O. R. P. Co., 19 Fed. 273: 1896, 1897.
Whittle v. Artis, 55 Fed. 919: 99.
Whittlesey v. Delaney, 73 N. Y. 571: 997.
Whitton, *Ex parte*, 13 Ch. D. 881: 815, 2461.
Whorewood v. Whorewood, 1 Ch. Cas. 250: 1420.
Whyte v. Gibbes, 20 How. 541, 15 L. ed. 1016: 2565.
Wichita v. Missouri & K. Telephone Co., 122 Fed. 100: 61.
Wichita Nat. Bank v. Smith, 72 Fed. 568, 19 C. C. A. 42, 36 U. S. App. 530: 61 93, 1758, 1812.
Wickelman v. A. B. Dick Co. (C. C. A.), 85 Fed. 854: 2480.
Wickerman v. A. B. Dick Co., C. C. A., 85 Fed. 851: 1291.
Wickham v. Hull, 60 Fed. 326; Brown v. Ellis, 86 Fed. 357: 163.
Wickliffe v. Hill, 3 Litt. (Ky.), 330: 1063.
v. Owings, 17 How. 47, 15 L. ed. 44: 2540.
Wicks v. Ellis, Abb. Adm. 444, Fed. Cas. No. 17,614: 2008.
Wicomico County Com'rs v. Bancroft, C. C. A., 135 Fed. 977: 666.
Widmeyer v. Felton, 95 Fed. 926: 1010.
Wiedmann, *Re*, 188 Fed. 681: 2249.
Wiemer v. Louisville Water Co., 130 Fed. 241: 131.
Wiener & Goodman Shoe Co., *Re*, 96 Fed. 949: 2209.
Wiesel, *Re*, 173 Fed. 718: 2111.
Wiesen Bros., *Re*, 135 Fed. 442: 2116, 2142.
Wiesebrock, *Re*, 188 Fed. 757: 1360, 1373.
Wigand v. Dejonge, 18 Hun (N. Y.) 405: 791.
Wiggins v. Bethune, 29 Fed. 51: 121, 122.
v. European & N. Ry. Co., Fed. Cas. No. 17,626, 1 Hask. 122: 192.
Wiggins' Ferry Co. v. Chicago & A. R. Co., 11 Fed. 381, 3 McCrary, 609: 77.
v. Ohio & Miss. Ry. Co., 142 U. S. 396, 35 L. ed. 1055: 2544, 2551.
Wight, *Re*, 134 U. S. 136, 33 L. ed. 865: 1607.
Wight v. Roethlisberger, 74 N. Y. 474: 559.
v. Roethlisberger, 116 Mich. 241: 559.
Wighton v. Brainard, 28 Fed. 29: 1297.
Wilbur v. Red Jacket Consol. Coal & Coke Co., 153 Fed. 662: 1849.
Wilcox, *Re*, C. C. A., 109 Fed. 628: 2142.
Wilcox, *Re*, 156 Fed. 685: 2267.
Wilcox v. Bellaers, T. & R. 491: 1283.
v. Henry, 1 Dall. 69, 1 L. ed. 41: 354.
v. Jones, C. C. A., 177 Fed. 870: 1012.
v. Luco, 118 Cal. 639, 62 Am. St. Rep. 305, 50 Pac. 758: 16.
v. Nat. Shoe & Leather Co., 67 App. Div. (N. Y.) 466: 811, 947.
v. U. S., C. C. A., 161 Fed. 109: 1726.
Wilcox & Gibbs Guano Co. v. Phenix Ins. Co., 60 Fed. 929: 1817, 1841, 1895.
v. Phenix Ins. Co., 61 Fed. 199: 1422.
Wilcox & Gibbs Sewing Mach. Co. v. Follett, Fed. Cas. No. 17-643, 2 Flippin, 263: 1850.
Wilcoxen v. Chicago, B. & Q. R. Co., 116 Fed. 441: 121, 1833.

[References are to pages.]

Wild & Co. v. Provident Life & Tr. Co., 214 U. S. 292, 53 L. ed. 1003: 2182.
Wild Ranger, The, Lush. 553: 1986.
Wilde v. Gibson, 1 H. of L. Cases, 605: 489.
Wilde's Sons, *Re*, 131 Fed. 142: 2141.
Wilder, *Re*, 101 Fed. 104: 2197.
Wilder v. Keeler, 3 Paige (N. Y.), 164, 23 Am. Dec. 781: 843, 1217.
v. McCormick, 2 Blatchf. 31: 528, 1176.
v. New Orleans, C. C. A., 87 Fed. 843: 995.
v. U. S., C. C. A., 143 Fed. 433: 2533.
v. Virginia T. & C. Steel & Iron Co., 46 Fed. 676: 1795, 1801, 1802, 1861, 1866.
v. Watts, 138 Fed. 426: 2084, 2085, 2086.
Wilder's S. S. Co. v. Low, C. C. A., 112 Fed. 161: 9, 222.
Wildes Sons, *Re*, (D. C.), 11 Am. Bankr. Rep. 715, 131 Fed. 142: 2141.
Wildridge v. McKane, 2 Molloy, 545: 1039.
Wile v. Cohn, 63 Fed. 759: 1437.
Wiley v. Sinkler, 179 U. S. 58, 21 S. Ct. 17, 45 L. ed. 84: 31, 56, 68.
Wilhite v. Skelton, C. C. A., 149 Fed. 67: 2507.
Williams v. Mellish, 1 Vern. 117, n.: 1414.
Wilk, *Re*, 155 Fed. 943: 1563.
Wilka, *Re*, 131 Fed. 1004: 2154.
Wilkens, *Re*, 191 Fed. 94: 2234.
Wilkes County v. Coler, 180 U. S. 506, 45 L. ed. 642: 1574, 1575.
Wilkie v. City of Chicago, 188 Ill. 444, 446, 80 Am. St. Rep. 182: 327.
Wilkins v. Aikin, 17 Ves. 422: 873.
v. Jordan, 3 Wash. C. C. 226: 917.
v. Queen City Savings Bank & Trust Co., 154 Fed. 173 (S. D. N. Y.): 585.
Wilkinson v. Belsher, 2 Brown, Ch. C. 272: 1292.
v. Culver, 25 Fed. 639: 998.
v. Delaware, L. & W. R. Co., 22 Fed. 353: 139.
v. Delaware, L. & W. R. Co., 23 Fed. 562: 1919.
Wilkinson v. Dobbie, 12 Blatchf. 298: 864.
v. Dodd, 42 N. J. Eq. 234: 784.
v. Fowkes, 9 Hare, 193: 771.
Willamette, C. C. A., 31 L.R.A. 715, 70 Fed. 874: 1945, 1958.
Willamette Valley, The, C. C. A., 66 Fed. 565: 179.
Willard v. Davis, 122 Fed. 363: 1176.
v. Mueller, 23 Fed. 209: 56.
v. Serfell, 62 Fed. 625: 1294, 1337.
v. Tayloe, 8 Wall. 557, 19 L. ed. 501: 330, 438.
v. Wood, 135 U. S. 309, 34 L. ed. 210: 347, 1423, 1567, 1580.
Willcox v. Consolidated Gas Co., 212 U. S. 19, 53 L. ed. 382, 15 Ann. Cas. 1034: 2544.
v. Jones, C. C. A., 177 Fed. 870, 876: 835.
William Bagley, The, v. U. S., 5 Wall. 377, 18 L. ed. 583: 2531.
William B. Kibbee, The, 164 Fed. 653: 2034.
William Cox, The, 9 Fed. 672: 1288, 1289.
William E. De Lany & Co., *Re*, 124 Fed. 280: 2099.
William F. Allen & Co. v. U. S., 127 Fed. 777: 314.
William F. Fisher & Co., *Re*, 148 Fed. 907: 1246, 1247, 1252.
William Firth Co. v. Millen Cotton Mills, 129 Fed. 141: 1332.
William G. Rogers Co. v. International Silver Co., C. C. A., 118 Fed. 133: 405.
William Grace Co. v. Henry Martin Brick Mach. Mfg. Co., C. C. A., 174 Fed. 131: 584.
William H. Perry Co. v. Klosters Aktie Bolag, C. C. A., 152 Fed. 967: 1171.
William Jarvis, The, 1 Sprague, 485, 498: 2010.
William Johnson & Co. v. Johansen, C. C. A., 86 Fed. 886, 30 C. C. A. 675; *certiorari* denied 170 U. S. 706, 42 L. ed. 1218, 18 S. Ct. 943: 1939.
William W. Bierce, Ltd. v. Waterhouse, 219 U. S. 320, 55 L. ed. 237: 2460, 2540.
William Wolff & Co. v. U. S., 168 Fed. 970: 314.
Williamette, The, 53 Fed. 602: 188.

[References are to pages.]

Williams, *Re*, 37 Fed. 325: 1321.
99 Fed. 544: 2041.
105 Fed. 906: 2291.
120 Fed. 34: 2261.
120 Fed. 38: 950, 2036, 2095.
123 Fed. 321: 2034, 2036, 2139.
C. C. A., 197 Fed. 1: 1245, 1254.
C. C. A., 197 Fed. 1: 1243.
Williams, *Re*, et al., 1 Lowell, 406: 2065.
Williams v. Adkins, 46 Tenn. (6 Coldw.) 615: 1883, 1884.
v. Am. Ass'n. C. C. A., 197 Fed. 500: 483, 2570, 2573.
v. Armroyd, 7 Cranch, 423, 432, 3 L. ed. 392, 395: 653.
v. Bank of U. S., 11 Wheat. 414, 6 L. ed. 508: 2448.
v. Bankhead, 19 Wall. 563, 22 L. ed. 184: 446.
v. Benedict, 8 How. 107, 112, 12 L. ed. 1007, 1008: 160.
v. Boston & A. R. Co., 17 Blatchf. 21: 673.
v. Brownhead, 19 Wall. 563, 571, 22 L. ed. 184, 187: 433.
v. Bruffy, 102 U. S. 248, 26 L. ed. 135: 39.
v. City Bank & Trust Co., C. C. A., 186 Fed. 419: 103, 936, 1171, 2464.
v. Claflin, 103 U. S. 753, 26 L. ed. 696: 2485.
v. Conger, 131 U. S. 390, 33 L. ed. 291: 2533.
v. Corwin, Hopkins, Ch. 471: 614.
v. Crabb, C. C. A., 59 L.R.A. 425, 117 Fed. 193, 204 (Illinois Statute): 161, 342, 435, 503.
v. Eggleston, 170 U. S. 304, 42 L. ed. 1047: 1574.
v. Empire Tr. Co., 1 N. J. L. 315: 633, 634.
v. First Nat. Bank of Pauls Valley, 216 U. S. 582, 54 L. ed. 625: 2388, 2508.
v. Folsom, 26 Abb. N. C. (N. Y.) 374, 37 N. Y. St. Rep. 635: 789.
v. Gaylord, C. C. A., 102 Fed. 372: 1576.
v. Gibbes, 20 How. 535, 15 L. ed. 1013: 687.
v. Gilchrist, 11 N. H. 535: 2180.
v. Groat, 73 Fed. 59: 968, 970.
Williams v. Heard, 140 U. S. 529, 35 L. ed. 550: 2298.
v. Hintermeister, 26 Fed. 889: 180, 949.
v. Jackson, 107 U. S. 478, 484, 27 L. ed. 529, 531: 1201.
v. Kilpatrick, 21 Abb. N. C. 61: 711.
v. Lane, (Cal. 1910) 109 Pac. 873: 2038.
v. Leonard, 9 Blatchf. 476, 29 Fed. Cas. No. 1372: 1224.
v. Lowe, 4 Neb. 382: 1768.
v. Massachusetts Ben. Ass'n, 47 Fed. 533: 1813, 1830.
v. Missouri, K. & T. Ry. Co., Fed. Cas. No. 17,728 (3 Dill. 267): 139.
v. Mitchell, C. C. A., 106 Fed. 168: 2475.
v. Molther, 189 Fed. 700: 33, 734, 1932, 2550.
v. Morgan, 111 U. S. 684, 28 L. ed. 559: 421, 823, 840, 1035, 1254, 2445, 2446.
v. Nottawa, 104 U. S. 209, 212, 26 L. ed. 719, 720: 1169, 1170, 1171, 1174.
v. Price, 4 Price, 156, 160: 1204.
v. Ritchey, Fed. Cas. No. 17,734 (3 Dill. 406): 121.
v. Southern Bell Telephone & Telegraph Co., 116 N. C. 558, 21 S. E. 298: 1815, 1818, 1865.
v. State, 13 Tex. App. 285, 46 Am. Rep. 237: 1712.
v. Succession of Williams, 24 La. Ann. 55: 1827.
v. Tidball, 2 Arizona, 50, 8 Pac. 351: 1620, 1628.
v. U. S., 137 U. S. 113, 136, 34 L. ed. 590, 597: 1079, 1080.
v. U. S., 138 U. S. 514, 517, 34 L. ed. 1026, 1028: 320, 393, 439, 444, 487, 489.
v. U. S., 168 U. S. 382, 1666, 1676.
v. United Wireless Tel. Co., (N. Y. Sup. Ct., per Bischoff, J.) N. Y. L. J. April 24, 1912: 913, 1201.
v. Walker, 2 Rich. Eq. (S. C.) 291: 565.
v. Wilcox, 8 A. & E. 314, 331, per Denman, C. J.: 476.
v. Williams, 9 Mod. 299: 452.

[References are to pages.]

Williams Bros. v. Savage, C. C. A., 120 Fed. 497: 2462, 2498.
Williams' Estate, *Re*, C. C. A., 156 Fed. 934: 2293.
Williams M. & R. Co. v. Raynor, 7 Biss. 245, Fed. Cas. No. 17,748: 1905, 1906.
Williams, Matter of, 152 App. Div. (N. Y.) 385: 2254.
Williamsburg Knitting Mill, *Re*, 190 Fed. 871, Va.: 2162, 2163, 2171, 2176, 2177.
Williamson v. Beardsley, 137 Fed. 467: 480.
v. Berry, 8 How. 495, 12 L. ed. 1170: 1568.
v. Gordon, 19 Ves. 114: 1264, 1265.
v. Krohn, 66 Fed. 655, 13 C. C. A. 668, 31 U. S. App. 325: 138, 450.
v. L. & W. Ry. Co., 12 Ch. D. 787: 713.
v. U. S., 207 U. S. 425, 434, 52 L. ed. 278, 285: 2372, 2373.
v. Wilson, 1 Bland (Md.), 418: 1003, 1004, 1022, 1023.
Willian v. Willian, 16 Ves. 72, 87: 1411.
Williard v. Spartanburg, U. & C. R. Co., 124 Fed. 796: 1786, 1787, 1801.
Williford v. Kansas City, M. & B. R. Co., 154 Fed. 514: 656, 668.
Willingham v. Swift & Co., 165 Fed. 223: 127.
Willings v. Consequa, Pet. C. C. 301: 1155.
Willis v. Bucher, 3 Wash. C. C. 369: 1070.
v. Cooke, 10 Ves. 406: 747.
v. Eastern Tr. & B. Co., 167 U. S. 76, 42 L. ed. 83: 2442.
v. Willis, 42 W. Va. 522: 1175.
v. Willis, 26 S. E. R. 515: 1175.
Willis W. Russell Card Co., *Re*, 174 Fed. 202: 2131.
Willitt v. Baker, 133 Fed. 937: 200.
Wills v. Baltimore & O. R. Co., 65 Fed. 532: 1830, 1831, 1884.
v. Pauly, 51 Fed. 257: 356.
v. Scranton Cold Storage & Warehouse Co., C. C. A., 155 Fed. 181: 675.
Wilmington v. Ricaud, C. C. A., 90 Fed. 212: 2467.
Wilmington City Ry. Co. v. Taylor, 198 Fed. 159: 73.
Wilmington Hosiery Co., *Re*, 120 Fed. 179, 9 Am. B. R. 581: 2064, 2065, 2074, 2075.
Wilmington & W. R. Co. v. Board of R. Com'rs, 90 Fed. 33: 781.
Wilson, *Ex parte*, 114 U. S. 417, 29 L. ed. 89: 1478, 1659.
Wilson, *Re*, 116 Fed. 419, 8 Am. B. R. 612: 2117.
140 U. S. 575, 35 L. ed. 513: 1477, 1479, 1660.
Wilson v. Am. Palace Car Co., 67 N. J. Eq. 262, 58 Atl. 195: 440.
v. Barney, 5 Hun (N. Y.), 257: 1038.
v. Barnum, 1 Wall. Jr. 342: 1206.
v. Blair, 119 U. S. 387, 30 L. ed. 441: 2444, 2445.
v. Calculagraph Co., C. C. A., 153 Fed. 961: 1056, 1384, 2477, 2562, 2563.
v. Chicago Lumber & Timber Co., C. C. A., 143 Fed. 705: 2502.
v. City Bank, 3 Sumner, 422: 414, 449, 472, 1839.
v. Clement, 126 Fed. 808: 1585, 1587.
v. Consolidated Store-Service Co., C. C. A., 88 Fed. 286, 288: 874, 877.
v. Daniel, 3 Dall. 401, 1 L. ed. 655: 28, 29, 31, 2424, 2494.
v. Everett, 139 U. S. 616, 35 L. ed. 286: 2543, 2544.
v. Fine, 38 Fed. 789: 1425, 1426, 1429.
v. Gaines, 103 U. S. 417, 26 L. ed. 401: 1177.
v. Ginger, 2 Dick. 521: 1207.
v. Giberson, 124 Fed. 701: 1833.
v. Greenwood, 1 Swanst. 471: 956, 1023.
v. Hartford Fire Ins. Co., C. C. A., 164 Fed. 817: 665.
v. Hurst, Pet. C. C. 441: 749, 1425.
v. Jefferson, 78 Fed. 366: 874.
v. Kiesel, 164 U. S. 248, 41 L. ed. 422: 2451.
v. Knox County, 43 Fed. 481: 201.
v. Koontz, 7 Cranch, 202, 3 L. ed. 315: 646.

[References are to pages.]

Wilson v. Lambert, 168 U. S. 611, 42 L. ed. 599: 325, 853.
v. Life & Fire Ins. Co., 12 Pet. 140, 9 L. ed. 1032: 2464.
v. Luke, 1 Vict. Law R. 127: 885.
v. Martin, etc., Co., 151 Mass. 515, 8 L.R.A. 309: 1388.
v. The Mary, Gilpin 31: 292.
v. McNamee, 102 U. S. 572, 26 L. ed. 234: 2547.
v. Merchants' L. & Tr. Co., 183 U. S. 121, 46 L. ed. 113: 1567.
v. Nelson, 183 U. S. 191, 46 L. ed. 147: 2179.
v. N. Y. Mut. L. I. Co., 65 Fed. 38: 1240.
v. Oswego Tp., 151 U. S. 56, 14 Sup. Ct. 259, 38 L. ed. 70: 116, 450, 1760, 1792.
v. Owens, C. C. A., 86 Fed. 571: 1054.
v. Pennsylvania Tr. Co., C. C. A., 114 Fed. 742: 2195, 2204, 2205.
v. Perrin, C. C. A., 62 Fed. 620: 1576.
v. Plutus Min. Co., C. C. A., 174 Fed. 317: 345, 646, 650.
v. Riddle, 123 U. S. 608, 31 L. ed. 280: 1206, 1207.
v. Rock Island Paper Co., 20 Fed. 705: 1825.
v. Rousseau, 4 How. 646, 686, 11 L. ed. 1141, 1159: 411.
v. St. Louis & S. F. R. Co., 22 Fed. 3: 1790, 1794.
v. Sanford, 10 How. 99, 13 L. ed. 344: 85.
v. Seligman (U. S. C. C. S. D. N. Y. 1880), 10 Rep. 651: 737.
v. Smith, 66 Fed. 81: 1767, 1772.
v. Smith, 117 Fed. 707, 709: 1907.
v. Southern Ry. Co. (North Carolina), 36 S. E. Rep. 701: 135.
v. Southern Ry. Co. (South Carolina), 41 S. E. 971, 64 S. C. 162: 135.
v. Stolley, 4 McLean, 275: 476, 477, 721, 909.
v. Todd, 1 M. & C. 42, 46: 452.
v. Union Sav. As.'n, 30 Fed. 521: 1781, 1794.
Wilson v. U. S., C. C. A., 190 Fed. 427: 1665.
v. U. S., 149 U. S. 60, 13 S. Ct. 765, 37 L. ed. 650: 1738.
v. U. S., 162 U. S. 613, 40 L. ed. 1090: 1716.
v. U. S., 221 U. S. 361, 55 L. ed. 771: 1094, 1095, 1102, 1701.
v. U. S., 1 Ct. Cl. 318: 2323.
v. Watson, Pet. C. C. 269: 749.
v. Western Union Tel. Co., 34 Fed. 562: 1856.
v. Wilson, 1 J. & W. 459: 458.
v. Winchester & P. R. Co., 82 Fed. 15: 139, 1816.
v. Winchester & P. R. Co., 99 Fed. 642, 41 C. C. A. 215: 139.
Wilson Bros. v. Nelson, 183 U. S. 191, 46 L. ed. 147: 2069, 2070, 2081.
Wilson S. M. A. v. Jackson, 1 Hughes, 295: 1143.
Winans v. New York & Erie R. Co., 21 How. 88, 16 L. ed. 68: 1149, 1156, 1157.
Winberg v. Berkeley Co. Ry. & L. Co. (S. D. N. Y.), 29 Fed. 721: 1817.
Winchell v. Carll, 24 Fed. 865: 119.
v. Coney, 27 Fed. 482: 1805, 1881, 1924.
54 Conn. 24, 5 Atl. 354: 1884, 1888.
Winchester v. Browne, 11 N. Y. Supp. 614, 25 Abb. N. Cas. 148: 790.
v. Davis Pyrites Co., C. C. A., 67 Fed. 45: 1014.
v. Heiskell, 119 U. S. 450, 30 L. ed. 462: 2298.
v. Loud, 108 U. S. 130, 27 L. ed. 677: 1790, 1792, 1794.
Winchester Repeating Arms Co. v. Am. Buckle & Cartridge Co., 62 Fed. 278, 280: 1224.
v. Butler, 128 Fed. 976, 28: 39.
Winter v. Ludlow, 3 Phila. (Pa.) 464: 454.
v. Swinburne, 8 Fed. 49: 148.
Winters v. Ethell, 132 U. S. 207, 33 L. ed. 339: 2459.
v. U. S., 207 U. S. 564, 52 L. ed. 340: 2450.
Wind River Lumber Co. v. Frankfort Marine, Accident & Plate Glass Ins. Co., C. C. A., 196 Fed. 340: 124, 125.

[References are to pages.]

Windecker v. Mutual Life Ins. Co., 12 App. Div. (N. Y.) 73, 77 N. Y. St. Rep. 358, 43 N. Y. Supp. 358: 703.
Winder v. Caldwell, 14 How. 434, 442, 14 L. ed. 487, 491: 1528.
Windsor, *Re*, 6 B. & S. 522, 10 Cox C. C. 118, 11 Jur. N. S. 807, 34 L. J. M. C. 163, 12 L. T. Rep. N. S. 307, 13 Wkly. Rep. 655, 118 E. C. L. 522: 1638.
v. McVeigh, 93 U. S. 274, 23 L. ed. 914: 653, 658.
Windt, *Re*, 177 Fed. 584: 2069, 1071.
Winegar v. Cahn, 29 Fed. 676: 1301.
Wines v. Cobb Real Estate Co., 128 Fed. 198: 30.
Winfield Mfg. Co., *Re*, 137 Fed. 984: 2205.
Winfrey v. Missouri, K. & T. Ry. Co., C. C. A., 194 Fed. 808: 1598.
Wing v. Fairhaven, 8 Cush. (Mass.) 363: 906, 928.
Wingert v. First Nat. Bank of Hagerstown, 223 U. S. 670, 56 L. ed. 605: 1184, 1201, 2515, 2517.
Wing You, *Ex parte*, C. C. A., 190 Fed. 294: 1114, 1499.
Winkler v. Chicago & E. I. R. Co., 108 Fed. 305: 140, 472, 1816, 1825, 1840, 1841.
Winkley Co. v. Bowen Mfg. Co., 180 Fed. 624: 1340.
Winn, *Re*, 213 U. S. 458, 53 L. ed. 873: 1447.
v. Gilmer, 27 Fed. 817: 126, 129, 130.
v. Jackson, 12 Wheat. 135, 6 L. ed. 577: 2422.
v. Patterson, 9 Pet. 663, 9 L. ed. 266: 1065.
v. Wabash Railroad Co., 118 Fed. 55: 138.
Winnemans v. Edgington, 27 Fed. 324: 1799, 1847, 1848.
Winnisimmet Co. v. U. S., 12 Ct. Cl. 319: 2310, 2314.
Winship v. Jewett, 1 Barb. Ch. (N. Y.) 173: 618.
Winslow v. Collins, 110 N. C. 119, 14 S. E. 512: 1884.
v. Floating Steam Pump, 30 Fed. Cas. No. 17,880, 2 N. J. L. J. 124: 1934.
v. Nayson, 113 Mass. 411: 928.
Winsor v. Bailey, 55 N. H. 218: 516.
Winston, *Re*, 122 Fed. 187, 10 Am. B. R. 171: 2062.
v. U. S., 172 U. S. 303, 43 L. ed. 456: 1471, 2387.
Winter v. Koon, Schwarz & Co., 132 Fed. 251: 1014.
v. Ludlow, 3 Phila. 464, 577, 578.
v. Simonton, 3 Cranch, C. C. 104: 1157.
Wintermute v. Smith, 1 Bond. 210: 1315.
Winters v. Drake, 102 Fed. 545: 63, 1845.
v. Ethell, 132 U. S. 207, 33 L. ed. 339: 2432.
v. U. S., C. C. A., 201 Fed. 845, 846, 847: 1668.
Winthrop I. Co. v. Meeker, 109 U. S. 180, 27 L. ed. 898: 2421, 2429, 2432.
v. Murray, 7 Hare. 150: 1167.
v. Royal Exch. Ass. Co., 1 Dickens. 282: 1340.
v. Union Ins. Co., 2 Wash. 7: 1155.
Winton Motor Carriage Co. v. Curtis Pub. Co., 196 Fed. 906: 901.
Wirgman v. Persons, C. C. A., 126 Fed. 449: 99, 109, 118, 1929.
Wirt v. Brown, 30 Fed. 187: 1366.
v. Hicks, 46 Fed. 71: 527.
Wiscart v. Dauchy, 3 Dall. 321, 327, 1 L. ed. 619: 2359.
Wisconsin v. Pelican Ins. Co., 127 U. S. 265, 32 L. ed. 239: 5, 354.
Wisconsin Cent. Ry. Co. v. Phœnix Ins. Co., 123 Fed. 989: 49, 1740.
Wisdom v. Memphis, 2 Flip. 285: 1462.
Wise v. Allis, 9 Wall. 737, 19 L. ed. 784: 674.
v. Henkel, 220 U. S. 556, 55 L. ed. 581: 1097, 2369.
v. Mills, 220 U. S. 549, 55 L. ed. 579: 1382, 1623, 2369.
v. Nixon, 76 Fed. 3: 61, 65, 89.
v. Williams, 162 Fed. 161: 1004, 1089, 1093.
Wiseman, *Re*, 123 Fed. 185: 2203.
Wiser v. Blachly, 2 J. Ch. (N. Y.) 488: 1410.
Wishnefsky, *Re*, 181 Fed. 896: 2217.

[References are to pages.]

Wisner, *Ex parte*, 203 U. S. 449, 51 L. ed. 264: 124, 192, 1444, 1447, 1812, 1829, 1840, 1910.
v. Barnet, 4 Wash. 631: 402, 435, 649, 650.
v. Ogden, Fed. Cas. No. 17,914 (4 Wash. 631): 107.
Wiswell v. Starr, 48 Me. 401: 1022, 1024.
Withcofsky v. Wier, 32 Fed. 301: 1939.
Withenbury v. U. S., 5 Wall. 819, 18 L. ed. 613: 2434.
Witherbee v. Bowles, 201 N. Y. 427, 435: 418, 441.
v. Bowles, 142 App. Div. (N. Y.) 407, 417: 507, 524.
Withers v. John Hopkins Place Sav. Bank, 104 Georgia, 89, 30 S. E. 766: 32, 109, 1778.
Witters v. Foster, 26 Fed. 737: 740.
v. Soule, 43 Fed. 405: 1234.
v. Sowles, 31 Fed. 5: 1397.
32 Fed. 130: 1392.
32 Fed. 765: 1393.
42 Fed. 701: 93.
Witthaus v. Zimmerman, 91 App. Div. (N. Y.) 202, 11 Am. B. R. 314: 2205.
W. J. Floyd & Co., *Re*, 154 Fed. 757: 2224.
W. J. Hingston, The, 144 Fed. 560: 1933, 1977.
W. L. Perkins & Co. v. Van Baumbach, C. C. A., 185 Fed. 265: 1564.
W. L. Wells Co. v. Avon Mills, 118 Fed. 190: 134.
Woerheide v. H. W. Johns-Manville Co., 199 Fed 535: 508, 536.
Wolcott v. Aspen, M. & S. Co., 34 Fed. 821: 1776, 1777.
v. Sprague, 55 Fed. 545: 53, 108, 1760.
v. Watson, 46 Fed. 529: 53.
Woldson v. Larson, C. C. A., 164 Fed. 548: 1570.
Wolf, *Re*, 98 Fed. 84: 2175, 2179.
156 Fed. 543: 2248.
159 Fed. 299: 2247.
Wolf v. Cook, 40 Fed. 432: 715, 1439, 1533.
v. Insurance Co. (D. Mich.), 1 Flip. 377: 1279.
v. Stix, 96 U. S. 541, 24 L. ed. 640: 2298.
Wolff, *Re*, 100 Fed. 139: 2236, 2252.
132 Fed. 396: 2244.
Wolff v. Archibald, 14 Fed. 369 (4 McCrary, 581): 1833, 1921.
v. New Orleans, 103 U. S. 358, 26 L. ed. 395: 1455.
Wolfson v. U. S., C. C. A., 101 Fed. 430: 1093.
Wollensak v. Reiher, 115 U. S. 96, 29 L. ed. 350: 514, 531, 649, 1181, 1182.
Wollock, *Re*, 120 Fed. 516: 2253.
Wolverhampton New Water Works, Co. v. Hawksford, 5 C. B. N. S. 703: 1425.
Wolverton v. Lacey, 18 Law R. (N. S.), 672: 1544.
Wollowitz, *Re*, C. C. A., 192 Fed. 105: 2237.
Womersley v. Merritt, L. R. 4 Eq. 695: 723.
Wonderly v. Lafayette County, 74 Fed. 702: 1529.
v. Lafayette County, 77 Fed. 665: 749.
Wong Heung v. Elliott, C. C. A., 179 Fed. 110: 1501, 1521.
Wong Sang v. U. S., C. C. A., 144 Fed. 968: 1489, 1498, 2519, 2511.
Woodard, *Re*, 95 Fed. 260: 2218, 2219, 2265, 2275.
Woodbridge & T. Eng. Co. v. Ritter, 70 Fed. 677: 1078.
Woodburn v. Clay, 33 Fed. 897: 1802.
Woodbury, *Ex parte*, 7 Fed. 705: 1310, 1311.
Woodbury v. Alleghany & K. R. Co., 72 Fed. 371: 175.
Woodbury P. Mach. Co. v. Keith, 101 U. S. 479, 25 L. ed. 939: 675.
Wood, *Ex parte*, 155 Fed. 190: 1580.
Wood, *Re*, 98 Fed. 972: 2246.
Wood v. Beadell, 3 Sim. 273: 903.
v. Brady, 150 U. S. 18, 37 L. ed. 981: 1575.
v. Browning, C. C. A., 176 Fed. 273: 661.
v. Brush, 140 U. S. 370, 35 L. ed. 510: 1516.
v. Canal Boat Wilmington, 5 Hughes (U. S.) 205, 48 Fed. 566: 1933.
v. Chicago, S. F. & C. R. Co. 39 Fed. 52: 1431.
v. Collins, 60 Fed. 139: 694.
v. Davis, 18 How. 467, 15 L. ed. 460: 109, 111.
v. Deskins, C. C. A., 141 Fed. 500: 105.

[References are to pages.]

Wood v. District of Columbia, 6 Mackey (D. C.), 142: 265, 1472.
v. Drake, 70 Fed. 881: 92.
v. Drummer, 3 Mason, 308: 427, 497.
v. Furtick, 17 Misc. (N. Y.) 561: 607.
v. Griffith, 1 Meriv. 35: 1398.
v. Guarantee T. & S. D. Co., 128 U. S. 416, 32 L. ed. 472: 957, 974.
v. Lide, 4 Cranch, 180, 2 L. ed. 588: 2468, 2495.
v. Louisville & N. R. Co., 88 Fed. 44: 1939.
v. Mann, 1 Sumn. 506: 651.
v. Mann, 2 Sumn. 316: 1060, 1134.
v. Matthews, Fed. Cas. No. 17,955 (2 Blatchf. 370): 1921.
v. N. Y. & N. E. R. Co., 61 Fed. 236: 1000.
v. Oregon Dev. Co., 55 Fed. 901: 1023.
v. Paine, 66 Fed. 807: 162.
v. Richards, 131 U. S. xeviii, 19 L. ed. 831: 2484.
v. Strickland, 2 Mer. 461: 1060.
v. Swift, 81 N. Y. 31, 35: 564.
v. Two Barges, 46 Fed. 204: 1933.
v. U. S., 16 Pet. 342, 10 L. ed. 987: 1080.
v. Weimar, 104 U. S. 786, 26 L. ed. 779: 2547.
v. Wilbert, 226 U. S. 384, 57 L. ed. —: 608, 609, 2028, 2031.
v. Wood, 4 Russ. 558: 1010.
Wood County v. Lackawanna I. & C. Co., 93 U. S. 619, 23 L. ed. 989: 2547.
Woodend, *Re*, 133 Fed. 593: 2232.
Woodgate v. Field, 2 Hare, 211, 213: 844.
Wood & Henderson, *Re*, 210 U. S. 246, 52 L. ed. 1046: 799, 2034, 2035, 2036, 2115, 2118.
Wood, Joseph, Matter of, Bes. Sections on Habeas Corpus: 607.
Woodman v. Missionary Soc., 124 U. S. 161, 31 L. ed. 352: 2513.
Woodruff v. Austin, 37 N. Y. Supp. 22: 604.
v. Dubuque & S. C. R. Co., 30 Fed. 91: 625.
Woodruff v. No. Bloomfield Gravel Co., 16 Fed. 25: 504, 505, 851, 867, 1371, 1372.
v. One Covered Scow, 30 Fed. 269: 1933.
Woodruff and Bouchard's Case, 7 Ct. Cl. 605: 2328.
Woodrum v. Clay, 33 Fed. 897: 105, 108, 1788.
Woods, *Re*, 143 U. S. 202, 206, 36 L. ed. 125, 126: 2382.
v. Bailey, 113 Fed. 390: 1293.
v. Lindvall, 48 Fed. 73: 1592, 1600.
v. Monroe, 17 Mich. 238: 333.
v. Morrell, 1 J. Ch. (N. Y.) 103, 106: 783.
v. Root, C. C. A., 123 Fed. 402: 92.
v. Woods, 10 Sim. 197: 778.
v. Woods, 184 Fed. 159: 343.
v. Woodson, C. C. A., 100 Fed. 515: 600.
v. Young, 4 Cranch, 237, 2 L. ed. 607: 2554.
Woodside v. Beckham, 216 U. S. 117, 54 L. ed. 408: 24, 1171.
v. Ciceroni, C. C. A., 93 Fed. 1: 35, 1171.
v. Tonopah & G. R. Co., 184 Fed. 358: 912.
v. Vasey, 142 Fed. 617: 206.
Woodward v. Boston L. M. Co., 63 Fed. 609: 478.
v. Brown, 13 Pet. 1, 10 L. ed. 31: 2506.
v. Bullock, 27 N. J. Eq. 507: 1250.
v. Davidson, 150 Fed. 840: 409, 655.
v. Hall, 2 Cranch, C. C. 235: 1147.
v. Jewell, 140 U. S. 247, 35 L. ed. 478: 2439, 2440.
v. Leavitt, 107 Mass. 453, 9 Am. Rep. 49: 1584.
v. Woodward, 1 Dick. 83: 773.
Woodward Lumber Co. v. Vizard, 144 Fed. 982: 1880.
Woodworth v. Edwards, 3 W. M. 120: 918.
v. Hall, 1 W. & M. 389: 919, 1072.
v. Northwestern Mut. L. Ins. Co., 185 U. S. 354, 46 L. ed. 945: 2487, 2493.
v. Rogers, 3 W. & M. 135: 919.
v. Sherman, 3 Story, 171: 1339.
v. Spring, 4 Allen (Mass.) 321: 654.

[References are to pages.]

Woodworth v. Stone, 3 Story, 749: 766.
Woo Jew Dip v. U. S., 192 Fed. 471: 2419.
Woolf v. Chisolm, 30 Fed. 881: 1815, 1817.
Woolford v. Diamond State Steel Co., 138 Fed. 582: 2080, 2085.
Woollam v. Haern, 7 Ves. 211, 222: 1201.
Woolridge v. McKenna, 8 Fed. 650: 121, 127, 129, 358, 398, 1806, 1807, 1829, 1834, 1835, 1845, 1848, 1881, 1913, 1924.
Woolsey v. Dodge, Fed. Cas. No. 18,032, 6 McLean, 142: 104.
v. Judd, 4 Duer (N. Y.), 379: 847.
Wooslin v. Cooper (N. J. Ch. 1897), 36 Atl. 281: 416.
Woolstein v. Welsh, 42 Fed. 566: 493.
Worcester County, *Re*, C. C. A., 102 Fed. 808, 814: 2058, 2190, 2279, 2282, 2284, 2460.
v. Truman, 1 McLean, 483: 1365.
Worden v. Searls, 121 U. S. 14, 26, 30 L. ed. 853, 857: 1375, 1382, 1384, 2357.
Workman v. New York, 179 U. S. 552, 45 L. ed. 314: 1578, 1973.
Works v. Junction R. Co., 5 McLean, 425: 866, 894.
v. National Lead Co., C. C. A., 64 L.R.A. 645, 127 Fed. 99: 2287.
World's Columbian Exposition v. U. S., C. C. A., 56 Fed. 654: 329, 2363.
Worland, *Re*, 92 Fed. 893: 2154.
Wortley v. Birkhead, 2 Ves. Sen. 571: 1407.
Wormald v. De Lisle, 3 Beav. 18: 176.
Wormley v. Wormley, 8 Wheat. 421, 451, 5 L. ed. 651, 659: 97, 109, 110, 115, 433.
Wormser v. Dahlman, Fed. Cas. No. 18,048 (16 Blatchf. 319, 57 How. Prac. N. Y. 286): 1791, 1811, 1829, 1836.
Worrell v. Whitney, 179 Fed. 1014: 2181.
v. Kemmerer, C. C. A., 192 Fed. 911: 2185.
Worsham, *Re*, C. C. A., 142 Fed. 121: 2041, 2049.
Worswick Mfg. Co. v. Philadelphia, 30 Fed. 625: 1196.
Worth, *Re*, 130 Fed. 927: 2262.
Worth Mfg. Co. v. Bingham, C. C. A., 116 Fed. 785: 798, 942, 1020.
Worthington v. Mason, 101 U. S. 149, 25 L. ed. 848: 1595.
v. McGough, C. C. A., 192 Fed. 512: 1554, 1591.
v. Scribner, 109 Mass. 487, 493, 12 Am. Rep. 736: 1123.
v. Waring, 157 Mass. 421: 872.
Wortsman v. Wade, 77 Ga. 651, 4 Am. St. Rep. 102: 111.
Wooster v. Crane & Co., C. C. A., 147 Fed. 515: 84.
v. Gumbirnner, 20 Fed. 167: 1218, 1229.
v. Handy, 23 Fed. 49: 1281, 1297, 1298, 1299, 1300, 1326, 1327, 1301, 1329.
v. Hill, 44 Fed. 819: 1321.
v. Sidenbergh, S. D. N. Y., Nov. 6, 1889: 1118.
v. Woodhull, 1 J. Ch. (N. Y.) 529: 619.
Wooten, *Re*, 118 Fed. 670: 2194, 2196.
Wray v. Hutchinson, 2 Myl. & K. 235: 726, 728.
Wray v. U. S., 19 Ct. Cl. 154: 2315.
Wren v. Kirton, 11 Ves. 377: 1004.
v. Spencer O. Mfg. Co., 18 Off. Gaz. 857: 708.
v. State, 70 Ala. 1: 1707.
v. Weild, L. R. 4 Q. B. 730: 897.
Wright, *Re*, 96 Fed. 820: 2288, 2460, 2462.
177 Fed. 578: 2163, 2251, 2259, 2260.
C. C. C., 18 L.R.A.(N.S.) 193, 157 Fed. 544: 2163.
Wright, *In re*, 134 U. S. 136, 33 L. ed. 865: 814.
Wright v. Atkyns, 1 V. & B. 313: 903.
v. Castle, 3 Meriv. 12: 1167.
v. Dame, 1 Met. (Mass.) 237: 1118.
v. Frank, 61 Miss. 32: 699.
v. Gorman-Wright Co., C. C. A., 152 Fed. 408: 2571.
v. Henkel, 190 U. S. 40, 62, 47 L. ed. 948, 956: 1519, 1637, 1638, 1651.

[References are to pages.]

Wright v. Hollingsworth, 1 Pet. 165, 7 L. ed. 96: 2554.
v. Howard, 1 Sim. & S. 190: 1282, 1284.
v. Kentucky & G. E. Ry. Co., 117 U. S. 72, 29 L. ed. 821: 965, 1897.
v. MacFarlane & Co., C. C. A., 122 Fed. 770: 2413, 2436.
v. Merchants' Nat. Bank, 1 Flippin, 568: 940.
v. Phipps, 58 Fed. 552: 737, 743, 1914, 2416.
v. Sampter, 152 Fed. 196: 2182, 2184.
v. Skinner, 136 Fed. 694: 473, 2185.
v. Tatham, 2 Sim. 459: 1115.
v. Tebbitts, 91 U. S. 252, 23 L. ed. 320: 2321.
v. Wells, Fed. Cas. No. 18, 101 (Pet. C. C. 220): 1901.
Wright-Dana Hardware Co., *Re*, 199 Fed. 632: 2213.
Wright Lumber Co., *Re*, 114 Fed. 1011, 8 Am. B. R. 345: 2069.
Wrightsville Hardware Co. v. Hardware & Woodenware Mfg. Co., 180 Fed. 586: 95, 1801, 1921.
Wroe v. Clayton, 16 Simons, 183: 1377.
Wrotesley v. Bendish, 3 P. Wms. 235: 1058.
W. S. Jennings & Co., *Re*, 166 Fed. 639: 2221.
W. S. Peck Co. v. Lowenbein, C. C. A., 178 Fed. 178: 2250.
W. T. Hughes & Co. v. Peper Tobacco Warehouse Co., 126 Fed. 687: 1902.
Wulbern v. Drake, C. C. A., 120 Fed. 493.
Wunder, *Re*, 133 Fed. 821: 2218, 2221.
W. W. Mills Co., *Re*, 162 Fed. 42: 2178.
Wyandotte, The, C. C. A., 145 Fed. 321: 1984.
Wych v. Meal, 3 P. Wms. 310: 404.
Wyckoff v. Wagner Typewriter Co., 88 Fed. 515: 476, 477.
Wylie v. Coxe, 15 How. 415, 14 L. ed. 753: 2321, 2550.
Wyly v. Richmond & D. R. Co., 63 Fed. 487: 1912.
Wyman, *Re*, 45 Fed. 469: 314.
Wyman v. Bowman, C. C. A., 127 Fed. 257: 498.
Wyman v. Wallace, 201 U. S. 230, 50 L. ed. 738: 83, 498, 2375.
Wynne v. Lord Newborough, 3 Brown, Ch. C. 88: 979, 995.
1 Ves. Jr. 164: 979, 995.
15 Ves. 283: 1023.
Wyss-Thalman v. Maryland Casualty Co. of Baltimore, C. C. A., 193 Fed. 53: 1591.

Y.

Yabucanin, *Ex parte*, 199 Fed. 365: 1500, 1501, 1515.
Yale Lock Mfg. Co. v. Colvin, 14 Fed. 269: 1297.
Yarbrough, *Ex parte*, 110 U. S. 651, 654: 1477.
Yarde v. Baltimore & O. R. Co., 57 Fed. 913: 31.
Yardley v. Dickson, 47 Fed. 835: 93.
v. Philler, 58 Fed. 746: 427.
Yarnell v. Felton, 102 Fed. 369: 1759, 1787, 1810, 1811, 1816, 1817.
v. Felton, 104 Fed. 161: 1054, 1810.
Yates, *Re*, 114 Fed. 365: 2047, 2060, 2061, 2078, 2205.
Yates v. Arden, 5 Cranch C. C. 526: 724.
v. Hambly, 2 Atk. 237, 238: 451, 452.
v. Jones Nat. Bank, 206 U. S. 158, 51 L. ed. 1002: 2511.
Yazoo & M. V. R. Co. v. Adams, 81 Miss. 90, 32 So. 937: 62.
v. Adams, 180 U. S. 41, 48, 45 L. ed. 415, 418: 2404, 2405.
Yeandle v. Pennsylvania R. Co., C. C. A., 169 Fed. 938: 471, 734, 2529.
Yearian v. Horner, 36 Fed. 130: 1804.
Yeates v. Illinois Cent. R. Co., 137 Fed. 943: 1786, 1787, 1799, 1801.
Yeatman v. Bradford, 44 Fed. 536: 148, 323.
Yeaton v. Lenox, 8 Pet. 123, 8 L. ed. 889: 492, 2570.
v. U. S., 5 Cranch, 281, 3 L. ed. 101: 2551.
Yellow Aster Min. & Mill. Co. v. Crane Co., C. C. A., 150 Fed. 580: 192, 1911.
v. Winchell, 95 Fed. 213: 26, 474.

[References are to pages.]

Yellow Poplar Lumber Co. v. Chapman, 173 U. S. 705: 2530.
v. Chapman, 215 U. S. 601: 2530.
Yesler v. Washington Harbor Line Com'rs, 146 U. S. 646, 36 L. ed. 1119: 2406.
Yick Wo v. Crowley, 26 Fed. 207: 869.
v. Hopkins, 118 U. S. 356, 368, 30 L. ed. 220, 225: 1479.
Yocum v. Parker, C. C. A., 130 Fed. 770: 1426.
Yoder, *Re*, 127 Fed. 894: 2047, 2211.
Yoke Vitrified Brick Co., *Re*, 180 Fed. 235: 2212.
Yonley v. Lavender, 21 Wall. 276, 22 L. ed. 536: 160, 161.
York v. Conde, 147 N. Y. 486: 2321.
v. Texas, 137 U. S. 15, 34 L. ed. 604: 610, 652.
v. Washburn, C. C. A., 129 Fed. 564: 1561, 1562.
v. White, 10 Jurist, 168: 424.
York Co. v. Central R. Co., 3 Wall. 107, 18 L. ed. 170: 1157.
York County Sav. Bank v. Abbot, 131 Fed. 980: 1174.
v. Abbot, 139 Fed. 988, 993: 210, 596, 610, 1261, 1388.
York Mfg. Co. v Brewster, C. C. A., 174 Fed. 566, Texas: 2177.
v. Cassell, 201 U. S. 344, Ohio; aff'd 201 U. S. 344, 50 L. ed. 782: 2162, 2171, 2176, 2177.
v. Merchants' Refrigerating Co., 168 Fed. 108: 2231.
York Silk Mfg. Co., *Re*, 188 Fed. 735: 2210.
Young, *Ex parte*, 50 Fed. 526: 1513.
March 23, 1908, 209 U. S. 123, 52 L. ed. 714: 177, 328, 395, 862, 869, 896.
Young *Ex parte*, 209 U. S. 123, 150, 52 L. ed. 714, 725, 13 L.R.A.(N.S.) 932, 14 Ann. Cas. 764: 388.
Young, *Re*, 7 Fed. 855: 634, 1010.
140 Fed. 728: 2247.
142 Fed. 891, 892, 893: 2273, 2276.
Young v. Alhambra Mine Co., 71 Fed. 810: 521.
v. Amy, 171 U. S. 179, 43 L. ed. 127: 2360.
v. Bryan, 6 Wheat. 146, 5 L. ed. 228: 204.
v. Cushing, 4 Biss. 456: 443, 447.
Young v. Daley, 185 Fed. 209: 2479.
v. Davidson, 5 Cranch, C. C. 515: 1141.
v. De Mott, 1 Barb. (N. Y.) 30: 791.
v. Everest, 1 R. & M. 426: 1333.
v. Ewart, 132 U. S. 267, 10 Sup. Ct. 75, 33 L. ed. 352: 1862, 1866.
v. Grand Trunk Ry. Co., 9 Fed. 348: 1544, 1546.
v. Grundy, 6 Cranch, 51, 3 L. ed. 149: 910, 918, 1259.
v. Irish, 104 Minn. 367, 116 N. W. 656: 1038.
v. Keighly, 16 Ves. 348: 1407.
v. Lowry, C. C. A., 192 Fed. 825: 2133.
v. Mahoning County, 51 Fed. 585, 590: 1422, 1429.
v. Martin, 8 Wall. 354, 19 L. ed. 418: 1589, 1599, 1601.
v. Mercantile Trust Co., 140 Fed. 61:1178.
v. Mercantile Trust Co., C. C. A., 145 Fed. 39: 512.
v. Merchants' Ins. Co., 29 Fed. 273: 1909, 1925, 1322, 1323.
v. Montgomery & E. R. Co., 2 Woods, 606, 618: 1037, 1038, 1039.
v. Pott, 4 Wash. 521: 704.
v. So. Bell Tel. & Tel. Co., 75 S. C. 326: 1891.
v. U. S., 95 U. S. 641, 24 L. ed. 467: 2347, 2555.
v. U. S., 176 Fed. 612: 656, 2388.
v. Young, 18 Minn. 90: 1083.
Young America The, Brown Adm. 462, 30 Fed. Cas. No. 18,178: 1936.
Young & Holland Co. v. Brande Bros., C. C. A., 162 Fed. 663: 2122.
Young R. L. N. Co. v. Young L. N. Co., 72 Fed. 62: 83.
Youngstrom, *Re*, C. C. A., 153 Fed. 98: 2293, 2284.
Younts v. Southwestern Tel. & T. Co., 192 Fed. 200: 1769.
Youtsey v. Hoffman, 108 Fed. 699, 701: 1793, 1823, 1901, 1907.
Yovatt v. Winyard, 1 Jac. & Walk. 394: 847.
Yow v. Townsend, 1 Dick. 59: 1393.
Ysleta v. Canda, 67 Fed. 6: 134.

[References are to pages.]

Yuengling v. Johnson, 1 Hughes, 607: 905, 906.
v. Schile, 12 Fed. 97: 883.
Yulee v. Vose, 99 U. S. 539, 25 L. ed. 355 (reversing 64 N. Y. 449, 4 Hun. 628): 1790, 1822, 1834, 1882.
Yungbluth v. Slipper, C. C. A., 185 Fed. 773: 2056, 2072.

Z.

Zachary v. State, 7 Baxt. (Tenn.) 1: 1712.
Zacher v. Fidelity Tr. & S. D. Co., C. C. A., 106 Fed. 593: 1017.
Zadig v. Baldwin, 166 U. S. 485, 41 L. ed. 1087: 2402, 2404.
Zakonaite v. Wolf, 226 U. S. 272, 57 L. ed. —: 1488, 1490, 1498, 1499.
Zambrino v. Galveston, H. & S. A. Ry. Co., 38 Fed. 449: 583.
Zante Currants, 73 Fed. 183: 314.
Zartman v. First Nat. Bank of Waterloo, 216 U. S. 134, 54 L. ed. 418: 2038.
Zeane v. The President, 4 Wash. 453; Fed. Cas. No. 18,201: 1932.
Zebert v. Hunt, 108 Fed. 449: 1839.
Zeckendorf v. Johnson, 123 U. S. 617, 31 L. ed. 277: 2440.
v. Steinfeld, 225 U. S. 445, 56 L. ed. 1156: 2573.
Zehner, *Re*, 193 Fed. 787: 2153, 2154, 2155, 2270.
Zeiger v. Pennsylvania R. Co., C. C. A., 158 Fed. 809: 1573.
Zeigler v. Hopkins, 117 U. S. 683, 29 L. ed. 1019: 2509.
Zeiner v. Mutual Reserve Fund Life Ass'n., 51 App. Div. 607, 64 N. Y. Supp. 63: 711.
Zell v. Judges, C. C. A., 149 Fed. 86: 1443.
Zeller v. Switzer, 91 U. S. 487, 23 L. ed. 366: 2422.
Zenbrugg v. Reed (N. J. Ch., 1896), 35 Atl. 298: 443.
Zierenberg v. Labouchere, (1893) 2 Q. B. 183: 791.
Zimmerman v. SoRelle, 80 Fed. 417: 173, 636.
Zinkeisen v. Hufschmidt, Fed. Cas. No. 18,214: 1901.
Zive v. Peck, 13 Fed. 475: 1273.
Zodiac, The, 5 Fed. 220: 1958, 1974.
Zonne v. Minneapolis Syndicate, 220 U. S. 187, 31 Sup. Ct. 361, 55 L. ed. 428: 520.
Zotti, *Re*, 178 Fed. 304, 26 Am. Br. 234: 2162.
Zuber v. Micmac Gold Min. Co., 180 Fed. 625: 945.
Zugalla v. Mercantile Agency, C. C. A., 142 Fed. 927, 16 Am. B. R. 67: 2073.
Zych v. Am. Foundry Co., 127 Fed. 723: 1150, 1151.
——— v. Christopher, 11 Sim. 409: 1085.
——— v. Gwillim, 6 Ves. 285: 684.
——— v. Jolland, 8 Ves. 72: 1022.
——— v. Lake, 6 Ves. 171: 684.

CITATIONS.

[References are to pages.]

U. S. CONSTITUTION.

Art.		Page.
I.	§ 6	602, 1047, 1106
	§ 9	1502
III.		3, 16
	§ 2	384, 387, 1723, 1731, 1932
IV.	§ 2	384, 387,
	5th Amendment	1713
	6th Amendment	1688, 1722, 1723
	11th Amendment	363, 896

U. S. REVISED STATUTES.

Sec.	Page.
1	1081, 1143
49	1432
50	1432
103	1097
116	1109
123	1619
136	1205
161	1093
186	1525
216	937
258	1619
281	1694
282	1695
286	1730
363	1347
369	1544
563	2016
566	1547, 1971
591	1188
592	1189
593	1189
594	1189
595	1190
596	1189
601	1191
604	11
631	1257
636	715, 1439
639	1858
641	176, 1474, 1762, 1810, 1813, 1826, 1832, 1876, 1879
642	1473, 1876
643	176, 1473, 1474, 1761, 1810, 1813, 1826, 1832, 1836, 1862, 1871, 1873, 1880
648	1547
649	1547, 1559, 1560
651	23, 74
687	16, 1442
688	16, 1437, 1442, 1445
692	1257
697	2374
700	1547, 1559, 2399
701	2538, 2559
707	378, 2353, 2385, 2438
708	2355, 2456, 2457
709	1886, 1887, 1926, 2298, 2357, 2394, 2436, 2538
710	1527, 2397, 2526
714	3
716	1438, 1443, 1452, 1469, 1542
718	566, 903, 905, 907, 908
719	810
720	396, 564, 856, 986, 2098
721	645, 1567
722	1737
723	338, 898
724	1127, 1128
725	901, 1082, 1109, 1353, 1354, 1375
726	1581
729	1723
731	1723
737	431
738	596, 1262, 1269
741	208
742	210
747	606, 713, 1732
750	1276
751	1473
751	1473

Sec.	Page.
752	1474
753	1474
754	1507
755	1510, 1512
756	1513
757	1513
758	1513
759	1514
760	1514
761	1515, 1523, 2364
762	1513
763	1519, 1520, 2374
764	1518
765	1522
766	1522
768	1523
771	1615
783	1378
784	1378
785	1378
786	641, 1378
787	1346, 1377, 1441
788	1345, 1346, 1441
799	2468
800	1424, 1551, 1689
802	1689, 1694
804	1694
805	1694, 1695
808	1695, 1698
809	1698
810	1695
819	1690, 1726, 1727
824	1294, 1295
827	1301
828	1307, 1308, 1309, 1310, 1311, 1312
829	1100, 1313, 1314, 1315, 1316, 1318, 1319, 1320
832	1313
837	1295
838	1301
839	1312
840	1311, 1312
841	1312
842	1312
843	1312
844	1302, 1312
845	1312
846	1312
848	1109, 1320
849	1324
850	1324
858	625, 1086, 1715
859	1097
860	1057, 1094
861	1053
862	1053
863	322, 1101, 1116, 1131, 1137
864	322, 1116, 1138
865	322, 1116, 1138
866	322, 1112, 1150, 1151
867	322, 1129
868	1107, 1112, 1157, 2139
869	1108, 1147, 1156, 2139
870	1108
871	1108
872	1108
873	1108
874	1108
875	1159, 1161
876	208, 1101, 1105, 1320, 1719
877	1102, 1720
878	1719
879	1720
880	1721
881	1721
882	1063, 1424, 1551
883	1065
884	1065
885	1065
886	1066
887	1068, 1721
888	1068
889	1069
890	1069
891	1070, 1071
892	1071
893	1073
894	1072
895	1073
896	1073
897	1074
898	1075
899	1075
900	1075, 1541
901	1076
902	1076
903	1076
904	1077
905	1077
905	1079
906	1079
907	1080
908	1080
909	1089
911	570, 914, 1100, 1376, 1437, 1512, 1620, 1621, 2463
912	914, 1100, 1437, 1512, 2462
913	1428
914	351, 715, 716, 732, 1308, 1421, 1439, 1542, 1894
915	1531
916	1344
917	350
918	351, 1425, 1438
919	2013

Sec.	Page.
921	1544
922	575
923	1379, 2015
924	1537
925	1537
926	1537
927	1537
928	1538
929	1538
930	1538
931	1538
932	1538
933	1539
934	331, 1539, 1953
935	1539
936	1539
937	1539
939	1975, 2015
940	2015
941	1959, 1973
943	1648
944	1649
945	1082, 1649
946	1649
947	1649
948	715, 1439
949	1194, 2526
951	365
953	269, 1583, 1589
954	562, 714, 716, 809, 1424, 1426, 1429, 1439
955	749, 754
956	737
957	1548
958	1549
959	1549
960	1549
961	1548
966	1350
967	1603
968	1278, 1288
969	1280
970	1353, 2015
982	1280
983	1324, 1337
984	1337
985	1347
986	1347
987	1348, 1581
988	1349
989	1351
990	1045, 1955
991	1541
992	1542
993	1350
994	1350
995	819, 1976, 1978
996	820
997	2467, 2468, 2473, 2494, 2528
999	2402, 2465
1000	2402, 2479
1001	1341
1003	2409
1004	2463
1005	2465, 2509
1007	1347, 2482, 2483
1008	2296, 2456
1009	2012, 2457
1010	2560, 2561
1011	2359, 2360, 2546, 2553
1012	2473, 2479
1014	1101, 1616, 1620, 1624, 1627, 1647, 1651
1015	1647
1016	1647
1017	1647, 2397
1018	1648
1019	1648
1020	1648
1021	1660, 1698
1022	1658
1023	1661
1024	1670, 1671, 1672, 1676
1025	1661, 1662
1026	1706
1027	1621, 1627
1028	1621, 1627
1029	1633
1030	1732
1031	1690, 1726
1032	1703
1033	1670, 1721
1034	1718
1035	1734
1036	1734
1037	2495
1040	1745
1041	1748
1042	1749
1043	644
1044	644
1046	644
1047	643
1049	2299
1050	2342
1053	2300
1054	2300
1056	2300
1057	2300
1058	2300, 2329
1059	2302, 2305
1061	2305
1062	2306
1063	1690
1064	2310
1065	2310
1066	2308
1067	2308, 2309
1068	2309, 2309

Sec.	Page.
1069	642, 2314
1071	2330
1072	2316
1074	2330
1075	2330
1077	2330
1078	2332
1080	2331
1081	2332
1082	2332
1083	2331
1084	2331
1086	2349
1087	2345
1088	2345
1089	2352
1090	2350
1091	378, 2350
1092	2352
1093	2351
1117	1501
1237	1544
1342	1617
1610	1544
1750	685, 1082
1778	1972
2010	1525
2469	1071
2470	1071
2597	49
3059	1622
3066	1623
3169	1674
3224	327, 895
3239	1674
3242	1674
3397	1672
3453	2015
3462	1622
3477	2321
3494	643
3625	1542
3626	1542
3627	1543
3628	1543
3629	1544
3630	1543
3631	1543
3636	892
3637	892
3737	2323
3744	1068
3752	1534
3753	1534
3754	1534
4063	1047, 1540
4064	1047, 1540
4065	1047, 1540
4066	1047, 1540
4071	1160
4072	1161
4073	1161
4074	1161
4083	277, 280
4084	281
4085	281
4086	282
4087	282
4088	282
4089	282
4090	283
4091	283
4097	283
4098	284
4099	284
4100	284
4101	284
4102	285
4103	285
4104	285
4105	285
4106	286
4107	286
4108	286
4109	286
4110	287
4111	287
4112	287
4113	287
4114	287
4115	288
4116	288
4117	288
4118	289
4119	289
4120	289
4121	289
4125	290, 296
4126	290
4127	291
4128	291
4129	291
4130	277, 291
4251	1954
4283	1987
4285	1987
4300	1735
4301	1735
4302	1736
4303	1726
4304	1736
4305	1736
4536	2006
4537	2006
4546	1959, 2007
4547	1959, 2007, 2009
4613	2010
4614	2010
4615	2010
4616	2010

Sec.	Page.
4617	2010
4618	2010, 2011
4619	2010
4620	2010
4621	2010
4622	2010
4623	2010
4624	2010
4625	2010
4626	1311, 2010, 2012
4627	2010, 2012
4628	2010
4629	1319, 2010, 2012
4630	2010
4631	2010
4632	2010
4633	2010
4634	2010
4635	2010
4636	2010
4637	2010
4638	2010
4639	2010
4640	2010
4641	2010
4642	2010
4643	2010
4644	2010
4645	2010
4646	1301, 2010
4647	1301, 2010
4648	2010
4649	2010
4650	2010
4651	2010
4652	2010
4799	8
4825	364
4886	881, 907
4887	881, 907
4894	539, 641
4898	410, 1072
4900	530
4902	1061, 1094
4906	1101
4912	266, 267
4913	267
4914	267
4915	267, 537, 1286
4918	14, 267, 537, 1271
4919	13, 410, 1558
4920	672, 1424
4921	13, 410, 851, 873, 1226, 1273
4922	529
4965	1433
4968	641, 644
4969	543, 1424, 1433
4970	851
5013	684, 1081
5141	940
5187	1677
5189	1678
5191	940
5195	940
5201	940
5205	940
5208	1678
5209	1093, 1678
5234	937, 940
5235	937, 940
5236	937, 940
5237	892, 937
5242	898, 1534
5270	1634
5271	1636
5272	1638
5273	1639
5274	1639
5275	1639
5276	1640
5277	1640
5278	269, 1644
5279	1645
5280	1642
5298	1347
5300	1347
5391	1617
5392	1089, 1093, 1716
5593	1716
5425	1093
5431	1672
5440	1674
5480	1674, 1743
5481	1676
5539	1745
5540	1745
5541	1745
5542	1745
5543	1746
5544	1746
5546	715, 1439, 1747
5547	1747
5548	1748
5549	1748
5550	1748
5595	715, 1439

STATUTES AT LARGE.

Vol. 1.

Sec.	Page.
70	1754

Vol. 4.

Sec.	Page.
115	1617

Sec.	Page.
281	1344
633	1754
659	1528
708	240
Vol. 8.	
352	1940
Vol. 9.	
72	1696
253	1456
Vol. 11.	
383	247
Vol. 12.	
588	1093
755	1503
756	1754
Vol. 14.	
13	1617
27	1754
46	1754
171	1754
306	1754
385	1754
482	1503
517	2197
558	1754
734	1503
Vol. 15.	
227	1754
Vol. 16.	
144	1754
438	1754
Vol. 17.	
44	1754
197	1531
509	1451
928	1940
Vol. 18.	
27	2360
157	1474
186	1097, 1717
190	643
315	1203, 1205, 1971, 1986, 2374
318	2360
333	1312, 1451
336	1690
371	1353, 1754, 1871
401	176, 1761, 1810, 1813, 1826, 1832, 1836
470	612, 1470, 1858, 1868, 1869, 1878, 1893, 1902
471	1754
472	1169, 1262, 1269, 1910
473	2453, 2454
479	1715, 1746
Vol. 19.	
2	291
63	937, 940
88	1747
206	1982
241	1161
253	264, 1443
254	264
Vol. 20.	
30	1093, 1716, 1717
89	784, 785
145	1347
171	2308
277	1076, 1077
324	2308
341	1618
354	1650, 2481
415	1024, 1213
Vol. 21.	
43	1692
252	2352
284	2308
308	1080
784	2308
Vol. 22.	
31	1730
49	1623
162	1679
215	1640
284	2308
403	1671
469	2308
603	1302
631	1302
Vol. 23.	
24	263
72	219, 228, 256
75	228, 219
242	2308
257	2308
283	641
321	341
372	2308
381	2308
437	1518
443	2387, 2388, 2392
975	256
Vol. 24.	
8	937
212	2015
213	215
253	1312
379	1295
380	893
382	739
384	644
387	1226, 1273, 1557
431	361
505	367, 376, 2301, 2312, 2313, 2352
506	378, 2331, 2438
507	378
508	377, 1279
541	1312

Sec.	Page.
552	12, 1214, 1737, 1754, 1758, 1760, 1858, 1868
554	135, 1007, 1012, 2101
635	1717
Vol. 25.	
45	1869
94	1610
357	18, 1604, 1609
433	16, 82, 349, 1470, 1787, 1808, 1810, 1812, 1813, 1823, 1832, 1850, 1858, 1865, 1868, 1893, 1895
436	167, 1007, 1012, 2106
476	1484
478	1666
479	2418
554	1025
655	2390, 2392
656	1736, 1750, 2369, 2457, 2481, 2489, 2526
676	11
728	1609
786	219
859	549
862	1452
Vol. 26.	
36	2303
50	1080
131	313, 1099
135	643
137	1452
209	17, 20, 187, 391, 460, 893, 1073, 1099, 1295
217	11
316	1614
505	2456
826	1304, 1519, 1520, 1979, 2434, 2436, 2437, 2488, 2532, 2558, 2559
827	1519, 1750, 2012, 2296, 2361, 2410, 2412, 2413, 2436, 2558
828	1471, 1980, 2411, 2367, 2374, 2377, 2412, 2421, 2436, 2437, 2457, 2458
829	1750, 1981, 2457, 2538, 2539
830	11
851	641, 2308, 2345
1085	1063
1093	640
Vol. 27.	
7	1082, 1161
17	1136
25	1485, 1514, 2419
196	269
252	1290, 1291, 1292, 1311
347	1320
423	1109
434	266
436	266, 2387
443	1098
531	269, 1428, 1604
572	1619
751	1239, 1241, 1520, 2046
824	1750
Vol. 28.	
7	1486
36	1525, 1755, 1761, 1813, 1826, 1871
278	189, 642, 830
279	586
286	380
290	1184
305	380
372	1619
390	1514
397	2413
570	893
601	1080
666	2411, 2539
698	2393
764	1066, 1721
809	1066 1721
813	1604
Vol. 29.	
42	19
85	269
179	1295
180	1301
181	1301
184	1541
186	1301
492	1750
536	1304
575	1978
578	820
692	539, 641, 1071, 1273, 1471, 2387
693	1072
695	639, 677
695	873
Vol. 30.	
253	264, 2458
454	2174, 2176
416	379
444	2152
494	367
505	2152
544	22, 189, 591, 938, 1312, 2020, 2021, 2022, 2024, 2027, 2035, 2037, 2043, 2045, 2047, 2048, 2049, 2050, 2052, 2058, 2060, 2064, 2068, 2069, 2074, 2075, 2076, 2078, 2086, 2088, 2089, 2091, 2092, 2093, 2094, 2102, 2120, 2123, 2124, 2126, 2127, 2128, 2132, 2133,

Sec.	Page.
	2134, 2137, 2139, 2140, 2143, 2144, 2145, 2150, 2151, 2155, 2156, 2157, 2162, 2164, 2165, 2166, 2169, 2171, 2172, 2173, 2178, 2179, 2190, 2198, 2201, 2207, 2208, 2212, 2213, 2217, 2219, 2221, 2224, 2227, 2228, 2230, 2231, 2235, 2236, 2237, 2238, 2239, 2241, 2247, 2252, 2255, 2259, 2260, 2261, 2262, 2263, 2264, 2265, 2266, 2268, 2269, 2271, 2272, 2276, 2287, 2288, 2294, 2295, 2296, 2377, 2378, 2413, 2436, 2458, 2479, 2482
545	263, 2020, 2064, 2068, 2102, 2144, 2166
546	938, 2021, 2022, 2039, 2064, 2066, 2069, 2165, 2260
547	2048, 2052, 2064, 2074, 2133, 2148, 2166, 2261
548	2140, 2217
549	2049, 2093, 2166, 2224, 2230
550	2150, 2231, 2238, 2239, 2252, 2255, 2259
551	591, 2076, 2086, 2089, 2091, 2119, 2120
552	95, 2027, 2128, 2134
553	2277, 2278, 2279, 2288, 2294, 2413, 2436, 2437, 2458
554	2043, 2088, 2241, 2247, 2479, 2482, 2287, 2294, 2295, 2296
555	2123, 2124, 2166
556	2078, 2126, 2127, 2132, 2148, 2266
557	2078, 2127, 2219, 2145, 2265, 2268
558	2151, 2264, 2266, 2268, 2271
559	1312, 2078, 2128, 2143, 2264, 2265
560	2128, 2143, 2190
561	2057, 2060, 2075, 2190, 2201, 2237
562	2058, 2156, 2174, 2176, 2178, 2262
563	2201, 2212, 2227, 2263, 2272
564	2169, 2173, 2213
565	2207, 2213
566	2198
591	2393, 2413
717	1617
822	739, 769, 1467, 2507
829	2289
1253	264
Vol. 31.	
54	2462
77	268
84	238, 248, 268, 2020
85	248, 268, 2438
111	269, 2390
158	222, 269, 2020, 2390, 2436
249	226
270	1583, 1589
321	217, 263, 264
322	216
323	216
324	216
325	216
326	216
414	11, 2388
626	1636
660	816, 1259, 2411, 2421, 2434, 2458
781	229
794	80
864	11
950	1101, 1109
953	268
1093	1487
1189	265, 2387
7780	269
Vol. 32.	
176	1487
279	2094, 2115
385	216
419	1312
476	1309, 1312
691	270, 277, 2438
695	270, 277, 2391, 2438
726	2303, 2308
797	22, 2021, 2030, 2031, 2037, 2049, 2050, 2064, 2072, 2087, 2089, 2156, 2172, 2174, 2212, 227, 2228, 2239, 2255, 2263, 2266, 2268, 2269, 2271, 2272.
806	1633
823	1194, 2373, 2384
825	20
827	1099, 1109
828	20
842	2174
847	20, 549, 1099
943	269
996	2303, 2308
Vol. 33.	
59	11
188	2420
249	11

Sec.	Page.
394	1487
452	2304
484	2304
485	2304
548	11
689	277
691	277
698	1642
724	184
811	12, 189, 190, 642, 830
992	225
997	225
1035	2390
1156	1301
1207	1301
Vol. 34.	
116	2411, 2434
144	11
168	888, 1226
263	2014
267	2020, 2212
276	2020
584	187
585	1452
588	187
590	644, 1295
596	18, 601
601	601
607	1428, 2359
618	1086
768	1288, 1724, 2016, 2017
769	1615
771	2014
798	20, 1099
814	9, 279, 2411
815	280
816	1700
898	1489
931	215
1246	1751, 2373, 2457
1251	266, 539, 540, 541, 542, 543, 1364, 1365, 1558
1416	1007
Vol. 35.	
40	2471
65	62, 269, 665, 1524, 1896, 1989
403	313
1075	184, 644, 882, 886, 1223, 1295, 1296, 1364, 1365, 1558
1088	1617
1090	2013
Vol. 36.	
11	310, 368
105	310
117	20
263	1489
264	1490
291	187, 1755
539	830
543	830
544	2030
557	240
565	240
557	217
576	217
604	1936
825	1671
838	22, 189, 2021, 2022, 2030, 2031, 2036, 2048, 2050, 2089, 2094, 2108, 2119, 2155, 2162, 2164, 2171, 2176, 2230, 2236, 2237, 2238, 2268, 2269, 2271
839	2230
841	2119, 2236, 2237
851	383
866	1290
901	1305, 1306
1075	545, 546, 641
Vol. 37.	
46	18
51	237
118	235

JUDICIAL CODE.

(36 St. at L. 1087.)

Sec.	Page.
1	816
4	818
5	269, 818
6	818
7	211
8	211
10	211
12	212
13	213, 816, 1188
14	816, 1189
15	816, 1189, 1190
16	816, 1189
17	816, 1189
18	816, 1190
19	816, 1190
20	816, 1191
21	1192
22	1189, 1190

Sec.	Page.
23	1190
24	18, 22, 122, 184, 199, 367, 379, 380, 642, 1524, 1932, 2012
25	20, 2414, 2418
26	21, 263, 2420
27	21
28	20, 188, 1757, 1760, 1787, 1858, 1926
29	1815, 1828, 1835, 1850, 1867, 1893
30	20, 1832, 1869
31	20, 1762, 1879
32	20
33	20, 818, 1761, 1871, 1876, 1880
34	20, 1759
35	1877
36	977, 1910
37	1169
38	578
39	1878
40	1723
41	1724
42	1723
45	188
46	188
47	188
48	184
49	187
52	182, 577
53	577
54	208, 577
55	183, 210, 577
56	211, 577, 953, 977
57	185, 591
62	196
65	1007
66	167, 215, 1012
69	11
71	219
77	222
80	225
81	226
83	229, 269
84	231
85	231
89	234
90	235
91	237
95	239
96	239
97	241, 242
102	247
103	248
104	248
105	249
106	250
108	256
111	258
112	259
114	262
115	263
116	8, 9
133	9
120	2417, 2539
126	11
128	1979, 2374, 2410, 2436
129	930, 1913, 2411, 2436
131	280, 2411, 2539
134	2411, 2437, 2539
135	9
138	2342
139	2300
141	2300
142	2300
144	2329
145	2301, 2305
146	2305
147	2306
150	2310
151	2312
152	2352
153	2308
155	2309
156	2314
158	2312
159	2316
161	2330
162	2312
163	2330
165	2330
166	2331
167	2332
168	2332
169	2310, 2331
170	2331
172	2349
174	2345
175	2345
176	2352
177	2350
179	2351
184	2316
188	2330
198	2458
205	816, 1190
207	299, 549, 550, 1452
208	299, 302
209	301
211	300
212	300
215	300
230	8
234	1437
237	8, 2436, 2538
238	1980, 2361, 2369, 2390, 2436, 2456, 2539
239	2378
240	1471, 2378

Sec.	Page.
241	2374
242	2353, 2385, 2438
243	2355, 2457
244	2388, 2438, 2456, 2539
246	2390, 2456, 2538
247	2388, 2437, 2456, 2539
248	2391, 2456, 2539
249	2539
250	1382, 1519, 2387, 2436, 2439, 2457,
251	1520, 2379, 2387
253	1519
256	16, 21
261	1045
262	8, 1469, 1527, 2413
263	798, 905
264	812, 816, 902
265	856
266	397, 906
267	338
268	1354
271	20
272	1726
275	1689
276	1692
277	1694
278	1690
279	1697
282	1698
284	1695
285	1695
286	1730
288	1730
291	1559
297	1755
299	12, 22, 1660
4138	2016, 2017

U. S. EQUITY RULES.

Sec.	Page.
1	798
3	797, 819
4	798, 813, 819, 1364
5	617, 797, 819
6	804
7	570, 574, 805
8	209, 798, 814, 1262, 1272, 1345, 1353, 1364, 1365, 1378, 1385, 1387
9	1385, 1386
10	1273, 1303, 1345, 1366
11	1343
12	570, 571, 573, 703
13	574
14	573
15	574, 576, 1379
16	575, 614, 617, 623, 681, 703, 1060
17	617, 618, 620
18	511
19	716
20	485, 788
21	477, 786, 808, 1114
22	336, 725, 1184
23	336, 1184
24	561, 683, 713, 753, 772, 1183
25	467, 469, 470, 475, 484, 485, 558, 562, 905, 1018, 1048, 1296
26	490, 492, 497, 506, 534, 1183
27	515, 521, 562, 849
28	716
29	455, 458, 485, 508, 562, 623, 630, 765, 786, 836, 1118, 1174
30	624, 628, 630, 681, 683, 686, 695, 697, 703, 716, 729, 1060
31	615, 624, 695, 698
32	615, 729, 1175
33	712, 786, 787
34	687, 703, 765, 773
35	736, 751, 752, 772
36	1082
37	404, 415, 821, 823, 838
38	423
39	431, 456, 633, 683
40	561, 1284
41	435
42	414, 449
43	456
44	156, 455, 456, 683
45	736, 750, 753
46	1060, 1130, 2545
47	1129, 1131
48	1131
49	1132
50	1132, 1327
51	1132
52	1100, 1104, 1133, 1136, 1143, 1144, 1200, 1214
53	1133, 1199
54	1333, 1143
55	1133
56	574, 758, 1133
57	779, 1168, 1187

Sec.	Page
58	552, 624, 754, 1120, 1127
59	1214
60	1214, 1218, 2013
61	2013
62	682, 1217, 2013
63	1219, 1220, 2014
66	1231
67	1130, 1134, 1149
68	1213, 1354
69	1395, 1398
70	356, 398, 400, 1116
72	1392
73	798, 815, 817, 905, 1213, 1272
75	2499
76	1230, 1284, 1325, 2500
77	1229, 2501, 2503
78	1081, 1229
79	608, 1031
80	1228
82	1255
83	1232
84	1235
86	1270
87	356, 359
92	1267, 1345
93	2491
94	1895

SUPREME COURT RULES.

Sec.	Page
3	6, 1421
4	1597
5	6, 7, 570, 579
6	796, 2518, 2519, 2520, 2531
8	2463, 2494, 2495, 2498, 2502, 2503
9	2464, 2503, 2504, 2505, 2507, 2411
10	1303, 1325, 1354, 2504, 2511, 2523
11	2502
12	2536
13	1053, 1149, 2529
14	2500, 2505
15	760
16	2511, 2515, 2530
17	2531
18	2512, 2531
19	2512, 2527
20	2524, 2530, 2531
21	2468, 2476, 2512, 2529, 2531
22	2473, 2531
23	2560
24	1280, 1302
26	2526, 2527
27	2527
28	2513
29	2485, 2486
30	2533, 2534
31	2524, 2530
32	2527
33	2503
34	1521, 1522, 1650
35	2466, 2467, 2494, 2505, 2528, 2509, 2505, 2528
36	1650, 2466
37	2379, 2383, 2466
39	2570
43	2340
44	2340
45	2341
48	1151
62	2335
63	2335
64	2335
68	2337
69	2337
70	2337
71	2337
72	2338
73	2338
75	2338, 2501
76	2340, 2501
77	2340, 2501
78	2338
79	2339
80	2338, 2339
81	2339
82	2339
86	2343
87	2343
88	2343
90	2342
92	2344
93	2344
96	2344
103	2341
104	2341
105	2345
112	2342

ADMIRALTY RULES.

Sec.	Page
1	1962
2	1954, 1966

Sec.	Page.
3	1948
4	1970, 1984
5	1950, 1959, 1984
6	1957
7	1953, 1954, 1955
9	1950, 1953
10	1955, 1957, 1976
11	1955, 1956, 1957
12	1955
13	1956
14	1961
15	1949, 1952
16	1957, 1959
17	1956
18	1959
19	1959
20	1959
21	1959
22	2013, 2014
23	1968, 2014
24	1960
25	1957
26	1953, 1957
27	1961, 1962
28	1956, 1965, 1968
29	1956, 1975
30	1288, 1965
31	1965, 1968
32	1968, 1969
34	1965, 1977
35	1965
36	1965
37	1955, 1956, 1969, 1973
38	1969
39	1969
40	1969
41	1963, 1976
42	1976
43	1977
44	1960, 1972
46	1952, 1969
47	1955
48	1961, 1862, 1977
49	1985
51	1964, 2006
52	1972, 2006, 2503
53	1967
54	1988, 1994, 1995, 1999, 2001
55	1988, 1995, 2002
56	1989, 1995, 2003
57	1989, 1991, 3004
58	1989, 2001
59	1952, 1961, 2013

ADMIRALTY RULES SECOND CIRCUIT COURT OF APPEALS.

Sec.	Page.
2	1983
4	2501
5	2501
8	2536

CIRCUIT COURT OF APPEALS RULES.

Sec.	Page.
10	2457
11	2466, 2467, 2474, 2502, 2505, 2509, 2528
13	1938, 2485, 2486
14	2463, 2467, 2494, 2495, 2498, 2502, 2503, 2504
16	2503, 2504, 2511
17	2512
18	2500, 2505
19	2507
20	2513
21	2531
22	2511, 2512, 2515
23	1289, 1325, 2523
24	2467, 2468, 2476, 2512, 2528, 2531
25	2531
26	2524
29	2533, 2534
30	2560
31	1280
34	2503
75	2473

COURT OF CLAIMS RULES.

Sec.	Page.
4	2354
6	2329
8	2329
9	2329

Sec.	Page.
10	1597
11	2329
13	2329
14	2329
16	2315, 2317
17	2317
18	2317
19	760, 2318
21	2318
22	2318
23	2325
24	2317
26	2319
27	2319, 2320
28	2318, 2319
29	2318
30	2319
31	2317
32	2318, 2327
34	2317
35	2341
37	2325
38	2325, 2326
39	2325
40	2325
41	2325
46	2333
47	2333
48	2332, 2333
49	2332
50	2332
51	2334
52	2334
53	2334
54	2334
55	2334
57	2335
59	2335
65	2336
66	2336
67	2336
106	2346
107	2346
108	2346
109	2346
110	2347
111	2353

APPEALS FROM COURT OF CLAIMS RULES.

Sec.	Page.
1	2353
2	2353
3	2353, 2471
5	2354

GENERAL ORDERS IN BANKRUPTCY.

Sec.	Page.
III.	2088
V.	2076
VI.	2083, 2084, 2043, 2044
VII.	2079
VIII.	2053, 2089
IX.	2078
X.	2263
XI.	2082, 2129
XII.	2101, 2127, 2128, 2224, 2244
XIII.	2128, 2147
XVI.	2145
XV.	2144, 2145
XVI.	2145
XVII.	2128, 2152, 2220
XVIII.	492, 2107, 2153
XXI.	2150, 2192, 2194
XXII.	2141
XXIII.	2129
XXIV.	2157
XXV.	2144
XXVI.	2127
XXVII.	2030, 2132
XXVIII	2154
XXX	2225
XXXI.	2239
XXXII.	2045
XXXIV.	2261
XXXV.	2263, 2265, 2267, 2269
XXXVI.	2280, 2285, 2290, 2297
XXXVII.	747

INDEX.

Prepared by EMMA FREAM and WILLIAM NORKUS.

Vol. II begins at § 329, page 1053; Vol. III begins at § 670, page 2299.

ABATEMENT—
defect in jurisdiction may be set up at any time, § 363, p. 1170.
cured by filing bill of revivor, § 216, p. 736.
what causes abatement of suits in equity, § 216, p. 736.
effect of, § 217, p. 742.
common-law procedure respecting, § 216, p. 740; § 453, p. 1424; § 459, p. 1467.
of appeal or writ of error in Supreme Court of the United States, for failure to make representatives of deceased persons parties, § 697, p. 2454.
see also PLEAS.

ABATEMENT AND REVIVOR—
of suits in equity, §§ 216-224, pp. 736-756.
of actions at law, § 216, p. 738, § 453, p. 1424.

ABSENT PARTY (see PATENT CASES; NATIONAL BANKS)—
when interest of, in controversy is very small, § 124, p. 453.

ABSOLUTE DECREE—

ACCIDENT—
as a subject of relief in equity, § 79, p. 334.

ACCOUNT.
when opened by equity, § 79, p. 334.
bill for, what to contain, § 153, p. 554.
discovery in bill demanding an, § 348, p. 1119.
cross bills need not be filed in certain actions for an, § 198, p. 694.
of receiver, § 79, p. 334; § 308, p. 984; § 312, p. 1000; § 321, p. 1030; § 384, p. 1211.
of receiver, master passing, § 317, p. 1021.
reference to master to take, § 384, p. 1211.
in which form to be brought before master, § 389, p. 1219.
errors in master's statement of, § 393, p. 1352.
decrees for, shall specify the time from which the account is to be taken, § 404, p. 1269.

ACCOUNTING—
of bailiffs, § 79, p. 320.
merchants, § 79, p. 320.
trustees, § 79, p. 317.
guardians, § 79, p. 317.
receivers, § 79, p. 334; § 308, p. 984; § 317, p. 1021; § 321, p. 1030, § 384, p. 1211.
bill for, § 79, p. 334.
when stockholders are necessary parties to suit for an, against corporation, § 113, p. 423.
suit for, by partner, who necessary parties to, § 119, p. 437.
between partners, necessary parties to, § 120, p. 446.
decree for, should contain a submission by the plaintiff to account, § 100, p. 1264.
effect of decisions by accounting officers, § 95, p. 365.

Vol. II begins at § 329, page 1053; Vol. III begins at § 670, page 2299.

ACKNOWLEDGMENT—
want of, whether invalidating bond given on removal of cause, § 546, p. 1848.

ACTION AT LAW—
when not enjoined, § 79, p. 335.

ACTIONS—
survival of § 216, p. 740.

ACTS—
of State and Territorial legislatures, introducing in evidence, § 333, p. 1077.
see STATUTES.

ADDRESS—
in bills, rules relative to, and form of, § 134, p. 469; § 135, p. 470.

ADEQUATE REMEDY AT LAW (see REMEDY AT LAW).

ADJUSTMENT—
of liability, as a subject of jurisdiction in equity, § 79, p. 317.

ADMINISTRATION—
ancillary jurisdiction, § 51, p. 142.
necessary parties to bills in equity, when right of, is in dispute, § 126, p. 453.
institution of administration proceedings in State courts does not divest Federal court of jurisdiction over property of deceased judgment debtor in its custody, § 54, p. 164.

ADMINISTRATOR—
suits against, § 52, p. 151.
suits against, by next of kin, § 79 p. 320.
capacity of foreign, to sue, § 92, p. 360; § 119, p. 434.
foreign, when cannot be sued, § 94, p. 363.
when to be made a party to suits affecting estate, § 110, p. 402.
when necessary parties to suits, § 113, p. 415.
parties to suits against, § 141, p. 503.
citizenship of, when a party to a suit, § 44, pp. 120, 121; § 46, p. 128.
appointment of, when there is a suit against trustee of a fund of an intestate, § 113, p. 416.
evidence in actions by or against, § 339, pp. 1086, 1087.
abatement and revival of suits, § 216, p. 739.
see EXECUTORS AND ADMINISTRATORS.

ADMINISTRATOR'S SURETIES—
suit against, § 79, p. 317.

ADMIRALTY—
jurisdiction in, § 61, p. 195; § 65, p. 211.
libel, § 561, p. 1944.
security for costs, § 562, p. 1947; § 570, p. 1957.
parties, § 563, p. 1948; § 574, p. 1964; § 588, p. 1977.
process, § 564, p. 1951; § 565, p. 1952; § 566, p. 1953; § 567, p. 1954; § 568, p. 1955.
release of property from custody of marshal, § 569, p. 1956; § 572, p. 1959.
exemption from seizure, § 566, p. 1953.
stipulations, § 571, p. 1957.
appraisement, § 573, p. 1960.
answer, § 575, p. 1961.
tender, § 577; p. 1965.
exceptions to pleadings, § 578, p. 1965.
cross-libel, § 580, p. 1967.
statute of limitations, § 576, p. 1964.
interrogatories, § 581, p. 1968.

Vol. II begins at § 329, page 1053; Vol. III begins at § 670, page 2299.

ADMIRALTY (continued)—
trial, § 582, p. 1969.
evidence, § 329, p. 1056; § 583, p. 1971.
decrees, §§ 584, 585, pp. 1972–1975.
sales, §§ 586, 587, pp. 1975–1977.
costs, § 562, p. 1947.
intervention, § 588, p. 1977.
distribution of proceeds of sale, §§ 589, 590, pp. 1972–1979.
appeals, § 592, pp. 1979–1986.
writ of prohibition, § 456, p. 1442.
writ of mandamus, § 457, p. 1450.
proceedings for limitation of liability, §§ 594–603, pp. 1991–2005.
proceedings for the condemnation and sale of property under suits to enforce penalties and forfeitures, § 606, p. 2012.
practice in prize causes, § 605, p. 2010.
what libel must contain, § 561, p. 1944.
proceeding *in rem*, § 561, p. 1945.
procedings in *personam*, § 561, p. 1945.
prayer for relief, § 561, p. 1947.
should be verified, § 561, p. 1947.
suits on behalf of the United States, § 561, p. 1947.
in forma pauperis, § 562, p. 1948.
co-libelant, § 563, p. 1948.
libel against more than one vessel, § 563, p. 1949.
vessels exempt from seizure, § 566, p. 1953.
decrees by default, § 568, p. 1955.
stipulations for value, § 571, p. 1957.
bond to marshal, § 572, p. 1959.
security required to obtain *supersedeas* where property is in custody of marshal under, § 569, p. 1951.
contributory negligence, § 575, p. 1963.
limitations, § 576, p. 1964.
laches, § 576, p. 1964.
damages, § 575, p. 1963.
amendments, § 578, p. 1966.
verdict reviewable by appeal, § 582, pp. 1970, 1971.
time of taking appeals, § 592, p. 1979.
bond on appeal, § 592, p. 1983.
assignment of error, § 592, p. 1983.
bill of exceptions, § 592, p. 1984.
appeals to Supreme Court, § 592, p. 1979.
summary proceedings to collect sailor's wages, § 604, p. 2005.
libel of review, § 591, p. 1979.
forms in, pp. 2826–2859.
rules in, p. 2883.
rules in Second and Ninth Circuit (C. C. A.) p. 2559.

ADMISSIONS—
effect on value of matter in dispute, § 22, p. 55.
not necessary to charge specifically in bill in order to give in evidence, § 137, p. 484.
by demurrer, § 366, p. 1175.
and denials in answer independent of discovery, § 174, pp. 624 630.
see also EVIDENCE.

ADVANCING APPEALS—
on calendar of Supreme Court, § 707, p. 2525–2527.

ADVICE—
receiver applying to court for, § 308, p. 983.

Vol. II begins at § 329, page 1053; Vol. III begins at § 670, page 2299.

ADVICE (continued)—
to receivers, § 310, p. 994.
see also INSTRUCTIONS.

AFFIDAVITS—
to bills, when required, § 156, pp. 156, 157.
failure to suport bill by, in certain cases demurrable, § 367, p. 1183.
to support application for leave to amend, § 215, p. 732.
necessary to support an *ex parte* application for an injunction to restrain the infringement of a patent, § 277, p. 881.
upon an application for an injunction, § 293, p. 908.
to bill of costs, § 423, p. 1337.
to show value of matter in dispute where it does not appear of record, § 696, p. 2444.
of deposit in mail of notice and brief, on motion to dismiss appeal or writ of error, § 705, p. 2519.
see also EVIDENCE.

AFFIRMANCE—
motions for, § 705, p. 2519.
by Supreme Court of judgment or decree, § 711, p. 2538; § 712, p. 2560.
by divided court, § 711, p. 2540.

AFFIRMATION—
in lieu of oath, § 335, p. 1082.

AFFIRMATIVE PROMISE—
injunction to restrain violation of negative promise, though court has in the particular case no power to compel keeping of affirmative promise, § 281, p. 889.

AGENTS—
making parties to suits against principals, § 111, p. 404.
bill by principal against, § 79, p. 317.
citizenship of as affecting jurisdiction, § 42, p. 109.
service upon, of corporation, § 164, p. 579.
in possession of property not indispensable parties, § 119, p. 435.

AGREEMENT—
alternative relief in action affecting, § 138, p. 485.
between counsel, must be reduced to writing, or made in open court, § 330, p. 1059.
bill to reform and enforce, not multifarious, § 142, p. 507.

ALABAMA—
divided into three districts, § 66, p. 213.
counties and times and places of holding court therein enumerated, § 66, p. 213.
special rule as to jurisdiction in, § 61, p. 193.
district of, included within Fifth Circuit, § 4, p. 9.

ALASKA—
within Ninth Circuit, § 66, p. 213.
writ of prohibition to District Court of, § 456, p. 1442.
District Court of, jurisdiction, §81, p. 336.
divided into three divisions, § 66, p. 215.
places of holding terms, § 66, p. 215.

ALIENAGE—
when not terminated, § 46, p. 126.

ALIENATION OF PROPERTY—
injunctions to restrain, § 272, p. 863.

ALIEN ENEMY—
demurrer for being, § 367, p. 1180.

Vol. II begins at § 329, page 1053; Vol. III begins at § 670, page 2299.

ALIENS—
controversy between, § 45, p. 122.
when incapable of being plaintiffs, §§ 85, 87, p. 354.
if party to bill, necessary to aver citizenship of foreign State, §§ 134, 135, pp. 469–475.
cause of demurrer, § 367, p. 1180.
defendant, when cannot remove case to District Court, § 537, p. 1759.
jurisdiction of suit by or against, § 5, p. 12; § 46, p. 131; § 61, p. 191.
right to remove case, § 537, p. 1759.
in what district sued, § 61, p. 192.

ALIMONY—
value of matter in dispute in a suit for, § 6, p. 22.
bill to collect, § 79, p. 330.

ALLEGATIONS—
not stated positively, demurrable, § 136, p. 475; § 108, p. 482.
special, by stockholders, § 145, p. 524.

ALLOWANCE—
to counsel in receiverships, § 321, p. 1032.
see also COSTS; WRITS OF ERROR AND APPEALS.

ALTERATIONS—
in answer, §§ 191, 192, pp. 683, 684.

ALTERNATIVE—
bill must not state two inconsistent states of fact and ask for relief in the, § 138, p. 485.
when relief in the alternative may be asked for, § 138, p. 485.

ALTERNATIVE RELIEF—
bill praying, § 138, p. 485; § 154, pp. 557, 558.

AMBASSADORS—
jurisdiction of cases affecting, § 1, p. 1.
original jurisdiction of United States Supreme Court over, § 3, p. 3.

AMENDMENT—
to bill to permit other parties to be brought in, § 114, pp. 424, 425.
to bill on objection for multifarious being sustained, § 153, p. 508.
whether bill may be taken *pro confesso* for failure to answer, § 171, p. 614.
leave to make, when granted on sustaining demurrer, § 206, p. 714.
to replication, § 203, p. 710.
in general, § 206, p. 714.
rest in discretion of court, § 206, p. 714.
statutory power to grant, § 206, p. 714.
liberally made in favor of States, charities, infants, idiots and lunatics, § 206, p. 715.
when bills can be amended, § 209, p. 716.
form and effect of amendment of a bill, § 210, p. 718.
what amendments to bills may be made, § 211, p. 721.
amendment by pleading matters subsequent to the filing of the bill, § 212, p. 726.
proceedings upon an amended bill, § 213, p. 728.
amendment of pleas and answers, § 214, p. 729.
practice in obtaining leave to amend, § 215, p. 731.
rarely allowed to bill of discovery, § 347, p. 1118.
in court of review, § 710, p. 2538.
which may be disregarded at hearing, § 376, p. 1200.
of pleading, how far State practice respecting, is followed, § 453, p. 1426.
of judgments by courts that rendered them, § 481, p. 1603.
writs of attachment, § 470, p. 1533.

Vol. II begins at § 329, page 1053; Vol. III begins at § 670, page 2299.

AMENDMENT (continued)—
petition on removal of cause, § 546, p. 1847.
writs of error, § 699, p. 2565.
how far jurisdiction conferred by amendment, § 40, p. 99; § 544, p. 1829.
enforced to plead new matter, § 144, p. 510.
for purpose of praying proper relief, § 154, p. 557.
for omission of a waiver, tender or offer, § 153, p. 552.
for omission of signature to bill, § 155, p. 561.
of bill upon the filing of the plea, § 246, p. 795.
of plea after overruling, § 214, p. 731.
of answer, § 214, p. 729.
see also CORRECTION OF DECREE OTHERWISE THAN BY APPEAL.
see also REMOVAL TO FEDERAL COURT.

AMENDMENTS TO CONSTITUTION—
sixth, § 507, p. 1688, §523, p. 1714.
seventh, § 80, p. 336.
eleventh, § 1, p. 1; § 105, p. 387; § 104, p. 384.
fourteenth, § 5, p. 15.

AMOUNT IN CONTROVERSY—
that it is not large enough to give court jurisdiction, a ground of demurrer, § 366, p. 1176.
see MATTER IN DISPUTE; also VALUE.

ANCILLARY JURISDICTION (see JURISDICTION).

ANCILLARY LETTERS OF ADMINSTRATION—
by foreign administrator, § 92, p. 360.

ANCILLARY RECEIVERS—
defined, principles regulating appointment of § 304, p. 952.

ANOTHER SUIT PENDING—
objection of, can be raised by demurrer, § 367, p. 1183.
subject of plea in defense, § 176, p. 632.

ANSWER—
a mode of objecting to want of parties, § 129, p. 455.
exceptions for impertinence not to be taken after, § 237, p. 780.
as a mode of objecting to multifariousness in bills, § 143, p. 508.
waiving, under oath, §§ 152, 153, p. 552.
as evidence, § 153, p. 552.
to bill without objection to want of signature, a waiver, § 155, p. 562.
demurrer cannot be filed to, § 365, p. 1175.
defendant may demur to discovery if his answer subjects him to a pain, penalty or forfeiture, § 348, p. 1122.
objections which can be taken by, § 348, p. 1119.
when to be filed, § 203, p. 709.
with pleas, § 175, p. 630.
when bill may be amended before, § 209, p. 716; § 212, p. 726.
amendment of, § 214, p. 729.
irregular practice to unite with cross-bill in same pleading, § 200, p. 703.
to supplemental bill, § 195, p. 687.
losing right to demur to petition for intervention by interposing an answer, § 254, p. 809.
adverse parties may file answer denying the fact stated in the petition, or setting up other facts in avoidance, § 254, p. 809.
when receiver may be appointed before, § 315, p. 1019.
denies, admits or qualifies each statement in the bill *seriatim*, § 136, p. 475.
to interrogatories in a bill, § 152, p. 552.
taking bill *pro confesso* for failure to, § 171, p. 614.

Vol. II begins at § 329, page 1053; Vol. III begins at § 670, page 2299.

ANSWER (continued)—
time to, extended by amendment, § 213, p. 728.
court may refuse leave to file after bill is amended, § 213, p. 728.
to bill of revivor, § 224, p. 754.
pleading defenses in an answer, § 175, p. 630.
requisites of answer, what may be pleaded in, § 175, p. 630.
defenses peculiar to patent cases, § 188, p. 671.
impertinence and scandal in, § 237, p. 780; § 238, p. 784.
admissions and denials independent of discovery, § 174, p. 625.
discovery, § 174, p. 625.
when to be filed, § 203, p. 709.
proceedings to compel answer, § 189, p. 681.
frame of answer and formal requisites, § 190, p. 681.
signature and oath to answer, §§ 191, 192, pp. 683, 684.
motions to take answers off the file, § 193, p. 685.
exceptions for insufficiency, § 194, p. 686.
supplemental answers, § 195, p. 687.
disclaimers, § 196, p. 687.
form of, § 196, p. 688.

ANTICIPATED DEFENSE—
counter averments to avoid, § 144, p. 612; § 145, p. 520.
Anti-Monopoly Law, § 643, p. 2163; § 688, p. 2373.

ANTI-TRUST ACT—
pleading in equity, § 131, p. 460.
pleading at common law, § 454, p. 1428.
suit under, brought by representative of a class, § 115, p. 426.
see MONOPOLIES.

APPEAL—
value of right to, from probate of will, § 6, p. 22.
from cases in courts of Indian territory, § 66, p. 244.
by plaintiff in suits to enforce a claim against the United States, § 95, p. 364.
a decision overruling an objection on the ground of multifariousness will not be reviewed on, § 143, p. 510.
from a decree dismissing a cross-bill, § 201, p. 703.
from order granting an injunction, § 291, p. 905; § 300, p. 929.
from an order appointing a receiver, § 291, p. 905; § 300, p. 929.
by receivers, § 311, p. 1001; § 321, p. 1030.
from taxation of costs, § 424, p. 1338.
demurrer for joinder of improper parties cannot be raised for first time on, § 130, p. 459.
objections for multifariousness cannot be taken for the first time upon, § 143, p. 509.
no appeal from order granting or refusing rehearing, § 445, p. 1395.
from final decree taking bill *pro confesso*, § 172, p. 622.
right of new parties brought in by intervention to, § 259, p. 838.
from interlocutory orders, § 255, p. 810.
judge of a District Court has no power to enjoin the enforcement of a judgment in a State court after an appeal to the United States Supreme Court and a *supersedeas*, § 270, p. 961.
compensation of receivers rarely if ever increased on, § 322, p. 1033.
from orders appointing receivers, § 325, p. 1012.
on appeal to Supreme Court, no objection can be taken to the admissibility of evidence not objected to in the court below, § 329, p. 1053.
reviewing verdict of jury upon an issue, § 382, p. 1207.
from what decrees appeal lies, § 397, p. 1257.
correction of decree otherwise than by, § 443, p. 1391.
in *habeas corpus* proceedings, § 467, p. 1517.

Vol. II begins at § 329, page 1053; Vol. III begins at § 670, page 2299.

APPEAL (continued)—
rulings of court on trial where jury is waived by consent, reviewable on, § 473, p. 1547.
how far findings reviewable on appeal, when special, § 473, p. 1547.
in admiralty, § 592, p. 1979.
cause improperly removed to Federal court may be remanded even after appeal, § 556, p. 1917.
or writ of error to decision remanding a cause, § 556, p. 1912.
see also WRITS OF ERROR AND APPEALS; SUPREME COURT; CIRCUIT COURTS OF APPEAL; CIRCUIT COURTS; COURT OF CLAIMS.

APPEARANCE—
generally, waives service of subpœna, § 162, p. 574.
defined, § 168, p. 606.
general, special and gratis, § 168, p. 606.
what constitutes, § 169, p. 606.
effect of, § 170, p. 611.
effect upon removal of cause, of want of general appearance in Federal court, § 555, p. 1894.
general appearance in Supreme Court, when a waiver of failure to serve citation on defendants in error, § 3699, p. 2463.

APPLICATIONS TO THE COURT (see INTERLOCUTORY APPLICATIONS AND PETITIONS.)

APPOINTMENT OF RECEIVER (see RECEIVER).

APPRAISEMENT—
of goods taken in execution under writ of *fieri facias*, § 427, p. 1349.

APPRAISERS—
in admiralty, § 573, p. 1960.

ARBITRATORS—
bill to set aside award of, § 79, p. 322.
making parties to suits against principals, § 111, p. 404.

ARGUMENT—
of motions, practice upon, § 252, p. 803.
notice of, how far State practice respecting, is followed, § 453, p. 1426.
of appeals and writs of error in the Supreme Court, § 514, p. 2120.

ARIZONA—
constitutes one district, § 66, p. 217.
places of holding terms, § 66, p. 217.
included within Ninth District, § 66, p. 217.
time within which cause to be docketed in United States Supreme Court in case of appeals and writs of error from, § 511, p. 2101.

ARKANSAS—
divided into two districts, § 66, p. 217.
counties and times and places of holding court therein enumerated, § 66, p. 218.
districts of, included within Eighth Circuit, §4, p. 9.

ARREST—
in civil suits, § 61, p. 181.
whether injunction can be obtained to restrain illegal, § 275, p. 868.
of prisoner upon a second warrant pending hearing upon a return to a writ of *habeas corpus*, § 466, p. 1507.
in civil actions, when permitted, § 471, p. 1514.
see also NE EXEAT REPUBLICA.

ART—
injunction to restrain publication of works of, § 263, p. 847.

ASSESSMENTS—
bill to collect, § 82, p. 344.
State statutes imposing, upon streets, § 82, p. 344.

Vol. II begins at § 329, page 1053; Vol. III begins at § 670, page 2299

ASSESSMENTS (continued)—
bill to prevent, § 79, p. 334.
value in a bill to prevent, § 7, p. 30.
bill to collect against one defendant for several lots not multifarious, § 142, p. 507.

ASSIGNEE—
in bankruptcy or insolvency cannot enforce collateral obligation given creditor, § 79, p. 320.
when possession by, not possession by court, § 53, p. 159.
when restriction regarding jurisdiction applies, § 63, p. 203.
right of assignor to sue in Federal court must be averred by assignee in his pleading, § 63, p. 204.
when assignor is necessary party to suit by, § 119, p. 539.
of debentures for drawback of duties, jurisdiction of suits by, § 76, p. 303.
jurisdiction of suits by, § 63, p. 199.
when assignor a necessary party to suit by, § 112, p. 409.
suits by and against, see PARTIES.
pleading by, § 63, p. 207.

ASSIGNMENT—
removal of cause in case of colorable, § 537, p. 1759.
assignment of error, § 701, p. 2473.

ASSISTANCE—
writ of, see ENFORCEMENT OF DECREES AND ORDERS.

ASSOCIATION—
citizenship of members, how determined, § 48, p. 140.
when members of unincorporated, are necessary parties to suits affecting, § 113, p. 416.

ATTACHMENT—
effect of state attachment on Federal jurisdiction, § 56, p. 170.
to compel answer, § 189, p. 681.
of property, § 470, p. 1531.
effect upon, of removal of cause to Federal Court, § 555, p. 1893.
to enforce orders and decrees, § 426, p. 1343.
see also ENFORCEMENT OF DECREES AND ORDERS; GARNISHMENT.
of property, value of matter in dispute, § 9, p. 33.

ATTENDANCE—
of witnesses, §§ 340–343, pp. 1100–1111.

ATTORNEYS—
making parties to suits against principals, § 111, p. 405.
right to practice in courts of the United States, § 3169, p. 607.
suit for damages for disbarment, § 198, p. 696.
see also COUNSEL; COURT OF CLAIMS.

ATTORNEY'S FEES—
part of the jurisdictional amount, § 20, p. 53.
which are taxable as costs, amounts, § 416, p. 1301.
belonging to party, and not to the attorney, § 416, p. 1301.
See BANKRUPTCY.

ATTORNEY-GENERAL—
proceedings by, for lawful occupancy of land, § 81, p. 341.
allegations in bill to impeach patent or other grant in action not brought by, § 131, p. 464; § 141, p. 511.
motions on behalf of, § 251, p. 802.
injunctions to restrain corporations at suit of, § 264, p. 847.
information by, § 131, p. 460; § 271, p. 866.
intervention by, § 258, p. 828; § 3, p. 4; § 131, p. 463.
right of precedence, § 252, p. 803.

Vol. II begins at § 329, page 1053; Vol. III begins at § 670, page 2299.

AUCTION—
sales at public, by masters, § 394, p. 1237.
AUCTIONEERS—
making parties to suits against principals, § 111, p. 406.
AVOIDING DECREES—
bills for, § 452, p. 1420.

B.

BAIL—
admitting prisoner to, pending hearing upon a return to writ of *habeas corpus*, § 466, pp. 1513, 1514.
given in cause prior to removal to Federal court, effect of removal on same, § 555, p. 1893.
on allowance of writ of error to review a conviction of a capital or infamous crime, § 703, p. 2489.
BAILIFF'S ACCOUNTING, § 79, p. 332.
BALANCE—
decree for, in foreclosure of mortgage, § 404, p. 1273.
BANK—
bill against, § 28, p. 81.
receiver of, when a proper party to suits against, § 113, p. 417.
creditors of an insolvent, necessary parties to suit by stockholders to cancel certificates of, § 113, p. 417.
of what State national, is regarded a citizen, § 46, p. 126.
appointment of receiver of property of national, § 203 p. 940.
see NATIONAL BANK.
BANKRUPTCY—
when necessary party to suit by or against assignee, § 113, p. 417.
jurisdiction of District Courts of matters and proceedings in, § 5, p. 16.
injunction staying proceedings in other courts authorized by a law relating to proceedings in, § 268, p. 854.
does not make suit defective, § 230, p. 763.
assignee in, cannot enforce collateral obligation given by creditor, § 79, p. 325.
his rights in Court of Claims, § 673, pp. 2321–2323.
may be made a party plaintiff or defendant in bill in equity by bill in nature of a supplemental bill, § 234, p. 777.
citizenship of, when affecting jurisdiction, § 63, p. 204.
the bankrupt and his creditors are not generally necessary parties to suit by assignee, § 113, p. 416.
in what cases District Court may take property from State court, § 53, p. 159.
jurisdiction of District Court in cases of, § 5, pp. 21, 22.
clerk's fees, § 417, p. 1301.
courts of bankruptcy and their jurisdiction, § 608, pp. 2025–2027.
what jurisdiction court of bankruptcy has, § 608, p. 2024.
what suits can be instituted by trustees in bankruptcy, § 608, p. 2025.
jurisdiction in bankruptcy as affected by residence or place of business, § 614, p. 2040.
to give court jurisdiction, residence of bankrupt must be bona fide, § 614, p. 2040.
definitions of words and phrases in bankruptcy law, § 608, p. 2022.
parties in, § 616, p. 2046.
who may file petition, § 616, p. 2046.
corporations who may be bankrupts, § 617, p. 2050.
partnerships and unincorporated associations, § 618, p. 2051.
partnership as an entity, § 618, p. 3051.
creditors who may petition, § 619, p. 2057.

Vol. II begins at § 329, page 1053; Vol. III begins at § 670, page 2299.

BANKRUPTCY (continued)—
number of creditors to join, § 619, pp. 2057, 2058.
acts of bankruptcy, § 620, pp. 2063, 2064.
fraudulent transfers, § 621, p. 2064.
concealment of property, § 621, p. 2064.
transfer of property with intent to create preference, § 622, pp. 2066–2068.
knowledge of debtor to create preference material, § 622, p. 2066.
what acts are held to be transfers with intent to create preferences, § 622, p. 2067.
preferences by legal proceedings as acts of bankruptcy, § 623, p. 2069.
debtor's intent not essential element, § 623, pp. 2069, 2070.
general assignments for benefit of creditors, § 624, p. 2071.
appointment of receivers or trustees, § 625, p. 2072.
admission in writing of inability to pay debts and willingness to be adjudged bankrupt, § 626, p. 2074.
petitions in bankruptcy, § 627, p. 2075.
fees on filing, § 627, p. 2078.
amendments to petitions, § 628, p. 2082.
amendment is matter of discretion, § 628, p. 2082.
process and notices to creditors, § 629, p. 2083.
pleadings by respondents in bankruptcy, § 630, p. 2089.
warrants of seizure, § 631, p. 2091.
arrest of bankrupt, § 623, p. 2093.
injunction in aid of bankruptcy proceedings, § 633, p. 2094.
injunction may be granted against prosecution in State Courts to collect debts, § 633, p. 2099.
what matters court of bankruptcy can enjoin, § 633, p. 2100.
referee may issue injunction, § 633, p. 2102; § 638, p. 2128.
injunction may be issued without notice, § 633, p. 2102.
receivers in bankruptcy, § 634, p. 2102, 2103.
when referee may appoint receiver, § 634, p. 2103.
receiver is merely custodian, § 634, p. 2104.
receiver may be authorized to carry on business of bankrupt, § 634, p. 2105.
receiver may be authorized to borrow money and issue receivers' certificates, § 634, p. 2105.
summary orders for payment of money or delivery of property, § 635, pp. 2110–2118.
referee may make summary order for payment of money or delivery of property held by bankrupt, § 638, p. 2128.
court of bankruptcy may determine validity of all claims against property in possession of bankrupt, § 635, p. 2113.
application for order for payment of money or delivery of property should be based on written petition, § 635, p. 2114.
notice of proceeding necessary, § 635, p. 2115.
order may be enforced by imprisonment, § 625, p. 2118.
trials, § 637, pp. 2119–2123.
person against whom involuntary petition filed is entitled to a trial by jury, § 637, p. 2121.
right to jury trial may be waived, § 637, p. 2122.
how trial conducted, § 637, p. 2122.
references, § 638, pp. 2123-2132.
referees appointed by court of bankruptcy, § 638, p. 2123.
jurisdiction of referees, § 638, p. 2124.
duties of referees, § 638, p. 2125.
referee may order sale of assets, § 638, pp. 2127, 2128.
evidence and examinations, § 639, pp. 2132–2142.
creditors must support allegations in their petition, § 639, p. 2135.

Vol. II begins at § 329, page 1053; Vol. III begins at § 670, page 2299.

BANKRUPTCY (continued)—
creditors have ten days' notice by mail of all examinations of bankrupt, § 639, p. 2135.
receiver may obtain order for bankrupt's examination, § 639, p. 2136.
examination of third person to proceding is discretionary, § 639, p. 2138.
bankrupt entitled to counsel, § 639, p. 2141.
meetings of creditors and appointments of trustees, § 640, pp. 2143–2148.
creditors cannot vote at meeting until claims proved and allowed, § 640, p. 2144.
who is a secured creditor, § 640, p. 2144.
trustees must qualify by entering into bond, § 642, p. 2150.
who may vote at creditors' meetings, § 640, p. 2146.
qualifications of trustees, § 641, p. 2148.
duties of trustees, § 642, p. 2149; § 650, p. 2219.
trustees must quality by entering into bond, § 642, p. 2150.
trustee must prepare complete inventory of bankrupt's property, coming into his possession, § 642, p. 2151.
trustees, their title and powers, § 643, p. 2159.
arbitration of controversies by trustees, § 643, pp. 2165, 2166.
trustee may compromise or prosecute suits, § 643, p. 2166.
sale of bankrupt's property, § 643, p. 2167.
what property passes to trustee, § 643, p. 2167.
what transfers by bankrupt, trustee may avoid, § 643, p. 2168.
trustee's right to set aside preferences and liens, § 644, pp. 2168-2186.
what liens are dissolved by adjudication, § 644, p. 2168.
what preferences may be avoided, § 644, pp. 2171–2173.
liens given or accepted in good faith not affected by bankruptcy, § 644, p. 2179.
trustee must prove creditor had reasonable cause to believe of intention to give preference, § 644, p. 2183.
suit to recover preference should be brought in equity, § 644, p. 2184.
what bill must contain, § 644, p. 2185.
proof and allowance of claims, § 645, pp. 2186–2197.
what proof of claim shall consist, § 645, p. 2186.
what debts of bankrupt may be proved and allowed against his estate, § 645, pp. 2187–2190.
claim must be specific and itemized, § 645, p. 2192.
when security is surrendered, claim may be allowed without deduction, § 645, p. 2193.
objections to claims need not be under oath, § 645, p. 2194.
proof of claim may be amended, § 645, p. 2197.
time to file claim cannot be extended, § 646, p. 2198.
disallowance of claim is *res adjudicata* against subsequent suit upon same, § 645, p. 2197.
provable claims, § 647, p. 2201.
what debts may be proved and allowed, § 647, p. 2201.
set-offs and counterclaims, § 648, pp. 2207–2209.
priorities and liens, § 649, pp. 2209–2216.
the order of payment of debts, § 649, p. 2209.
creditors of firm have priority over creditors of individual members, § 649, p. 2213.
lienor may lose priority for laches, § 649, p. 2216.
when no trustee appointed, court sets apart exemptions, § 650, p. 2219.
exemptions should be claimed in schedules, § 650, p. 2221.
pension money after received by bankrupt is exempt, § 650, p. 2223.
exemption of bankrupt from arrest, § 651, p. 2224.
bankrupt may receive from referee protection against arrest, § 651, p. 2224.

Vol. II begins at § 329, page 1053; Vol. III begins at § 670, page 2299.

BANKRUPTCY (continued)—
declaration and payment of dividends, § 652, p. 2226.
when dividends shall be paid, § 652, p. 2226.
compositions, § 653, pp. 2229–2235.
when bankrupt may offer terms of composition, § 653, p. 2229.
when judge shall confirm composition, § 653, p. 2230.
compositions must be offered to all creditors, § 653, p. 2231.
when confirmation of composition may be denied, § 653, p. 2232.
discharge of bankrupts, § 655, pp. 2235–2246.
when application for discharge may be filed, § 655, p. 2236.
of what debts discharge in bankruptcy releases bankrupt, § 655, p. 2238.
specifications of objections to discharge must be verified, § 655, p. 2240.
judge to decide bankrupt's right to discharge, § 655, p. 2237.
burden of proof on creditor to support specifications, § 655, p. 2240.
grounds for refusing discharge, § 655, p. 2241; § 656, p. 2241.
obligations released by discharge, § 657, pp. 2255–2257.
obligations not released by discharge, § 657, pp. 2257, 2258.
revocation of discharge, § 658, pp. 2258–2260.
petition for revocation to state discharge obtained through fraud of bankrupt, § 658, p. 2259.
costs and fees, § 659, pp. 2260–2264.
clerk's fees, § 660, pp. 2264, 2265.
marshal's fees, § 661, pp. 2265, 2266.
referee's fees, § 662, pp. 2266–2268.
trustee's fees, § 663, pp. 2268–2270.
receiver's fees, § 664, pp. 2270–2272.
attorney's fees, § 665, pp. 2272–2277.
review by Circuit Court of Appeals, § 666, pp. 2277–2285.
practice on appeals in bankruptcy, § 667, p. 2285.
practice upon petitions for review, § 668, p. 2291.
review by Supreme Court of United States, § 669, p. 2294.
law of 1898, pp. 2575–2609.

BEARER—
when order or draft is payable to, § 63, p. 201.

BIDS—
at master's sales, § 394, p. 1240.

BILL—
creditor's bill, § 79, p. 324.
for examination of witnesses abroad, § 79, p. 322.
for injunction, § 79, p. 328.
of discovery, § 79, p. 322.
to compel cancellation of documents, § 79, p. 333.
to compel execution of instrument, § 79, p. 333.
to perpetuate testimony, § 79, p. 322; § 345, p. 1112.
to prevent claim on title, § 79, p. 334.
for cancellation of usurious securities, § 82, p. 345.
to set aside will for fraud, § 82, p. 342.
to quiet title to land, State statute authorizing, § 82, p. 343.
to set aside probate of will, § 79, p. 323; § 82, p. 342.
against executors and administrators, § 44, p. 120; § 54, p. 160; § 79, p. 317.
to set aside or stay proceedings under judgment of State court, § 52, p. 158; § 270, p. 856.
by legatee against executors, § 79, p. 317.
by married woman, § 79, p. 317.
by municipal corporation to enjoin sale of property in execution, § 79, p. 317.
by next of kin against administrator, § 79, p. 317.

Vol. II begins at § 329, page 1053; Vol. III begins at § 670, page 2299.

BILL (continued)—
by United States to enforce priority of payment, § 131, p. 462.
by United States to cancel land patent, § 79, p. 333.
against debtor of trust estate, § 79, p. 317.
against trustee, § 79, p. 317.
to determine controversies as to boundaries, § 3, p. 4; § 131, p. 462.
to cancel illegal contracts, § 79, p. 333.
to cancel patent obtained by fraud, § 79, p. 333.
against head of department of the natural government, § 79, p. 325.
by trustees for possession of land held in trust, § 79, p. 317.
against a bank for money deposited by a third person, § 79, p. 317.
against city for an accounting for taxes, § 79, p. 324.
to set aside tax, § 79, p. 324.
to set aside an awrd, § 79, p. 323.
to prevent assessment, § 79, p. 325.
for an injunction, §79, p. 328.
to set aside a municipal ordinance, § 79, p. 327.
by principal agent, § 79, p. 317.
against railroad commission, § 79, p. 332.
to enjoin collection of taxes, § 79, p. 325.
against state board of equalization, § 79, p. 325.
against guardians in socage, bailiffs, receivers and persons in trust, relation to plaintiff, § 79, pp. 331,332.
against infringer of a patent, § 146, p. 525.
for a patent, when refused by commissioner, § 147, p. 536.
to protect political rights, § 79, p. 328.
to protect abstract rights, § 79, p. 329.
to remove obstruction to navigation, § 79, p. 329.
to enjoin the opening of an exhibition on Sunday, § 79, p. 329.
to enjoin municipality from expending funds, § 79, p. 330.
to compel railroad to maintain a terminus, § 79, p. 319.
to compel specific performance of contract to build railroad, 379, p. 319.
for purposes which can be accomplished by action in ejectment, § 79, p. 330.
for partition, § 79, p. 330.
for damages for a conversion, § 79, p. 331.
for fraudulent misrepresentation, § 79, p. 321.
to collect note, § 79, p. 331.
to collect insurance policy, § 79, p. 331.
to cancel insurance policy, § 79, p. 327.
to remove public officer, § 79, p. 329.
by assignee to enforce assignor's right, § 79, p. 317.
to have equitable assets applied to debt, § 79, p. 324.
to set aside probate, § 79, p. 323.
to cancel will, § 79, p. 323.
to set aside proceedings at law, § 79, p. 320.
to enforce collateral obligation, § 79, p. 325.
to compel transfer of stock, § 79, p. 318.
to dissolve a corporation, § 79, p. 318.
to control a corporation, § 79, p. 318.
to set aside, construe, &c., a judgment or decree, § 51, pp. 143, 144.
to interfere with the enforcement of an interlocutory decree, § 51, p. 147.
by next friend, § 90, pp. 356, 357.
to dismiss bill of, § 90, p. 357.
on behalf of complaint and others similarly situated, § 114, p. 423.
for specific performance of contract for sale of corporate stock, § 79, p. 319.

Vol. II begins at § 329, page 1053; Vol. III begins at § 670, page 2299.

BILL (continued)—
to cancel marriage contract, § 79, p. 333.
to reform instrument, § 79, p. 320.
to set aside contract entered into while intoxicated, § 79, p. 333.
to set aside contract obtained by fraud, § 79, p. 333.
to collect alimony, § 79, p. 324.
to enforce decree, § 79, p. 324.
to set aside judgment, § 79, p. 323.
for accounting, § 79, p. 331.
to quiet possession under land patent, § 79, p. 334.
against President of United States, § 79, p. 328.
by coupon holder, § 79, p. 329.
by bondholder, § 79, p. 335.
by municipal bondholder, § 79, p. 335.
by stockholder, § 79, p. 317.
by State, § 79, p. 329.
by taxpayer, § 79, p. 329.
to compel levy of tax, § 79, p. 330.
to compel issue of bonds, § 79, p. 330.
to restrain collection of State tax, § 79, p. 327.
to obtain possession of personal property, § 79, p. 330.
to obtain possession of real property, § 79, p. 330.
to quiet title, § 79, pp. 330, 331.
to enjoin libels, when sustained, § 79, p. 329.
for reformation of policy, when ancillary, § 51, p. 145.
to set aside judgment or decree for fraud, § 79, p. 323; § 51, pp. 143, 144; § 451, p. 1418.
information under English practice, § 131, p. 460.
relator under English practice, § 131, p. 460.
distinctions between information and bill, § 131, p. 460.
effect of death of relator upon proceedings, § 131, p. 461.
filing of bill by government of United States, § 131, p. 461.
informations in courts of some of the States, § 131, p. 464.
definition and classification of bills, § 132, p. 465.
into original, not original, bills in the nature of original, original bills in the nature of bills not original, § 132, pp. 465–467.
when court will take jurisdiction of bills not original, § 132, p. 466.
oridinary kind, which seek relief concerning right, claimed by plaintiff in opposition to defendant, § 132, p. 467.
frame of bill generally considered, clauses enumerated, § 133, pp. 467–469.
common confederacy clause no longer deemed essential, § 133, p. 467.
charging part no longer deemed essential, § 133, p. 467.
jurisdiction clause no longer deemed essential, § 133, p. 467.
that plaintiff is without remedy at law, statement of, no longer necessary, § 133, p. 467.
address and introduction, rules relative to, and form of, §§ 134, 135, pp. 469, 470.
taking advantage of omission as to residence of parties and other defects in address and introduction, §§ 134, 135, pp. 469, 470.
narrative or stating part of bill, § 136, p. 475.
drawn without reference to technical rules, § 136, p. 475.
to contain all facts essential to plaintiff's cause of action, § 136, p. 475.
scandal and impertinence, §§ 237, 238, pp. 780–785.
remedy in case of scandal or impertinence, § 239, p. 786.
remedy by one not a party to the suit, § 239, p. 786.
when bill is not multifarious, § 142, p. 507.
doubt in, construed against the pleader, § 144, p. 514.
general, referred to allegations, specific, § 144, p. 514.

Vol. II begins at § 329, page 1053; Vol. III begins at § 670, page 2299.

BILL (continued)—
what amendment may be made, § 211, p. 721.
to carry decrees into execution, § 442, p. 1389.
certainty, § 137, p. 478.
not necessary to charge admissions specifically in order to give them in evidence, § 137, pp. 480, 481.
inconsistency and bills with a double aspect, § 138, p. 485.
asking for relief in alternative, when allowed, § 138, p. 485.
multifariousness, in general, § 139, pp. 490–492.
defined, § 139, p. 490.
by misjoinder of plaintiffs, § 140, p. 492.
who can be properly united as plaintiffs, § 140, pp. 492, 493.
privity between plaintiffs usually essential; exceptions, § 140, p. 494.
by misjoinder of defendants, § 141, p. 497.
without misjoinder of parties, § 142, p. 596.
objections for multifariousness, § 143, p. 508.
special provisions of the Federal equity rules and practice as to bills, § 144, p. 511.
avoidance of anticipated defense by counter averments, § 136, p. 477; § 203, p. 712.
suits by stockholders and other persons founded on rights assertable by corporation, § 145, p. 515.
avoidance of anticipated defense by counter averments, § 136, p. 477; § 203, p. 712.
allegations as to jurisdiction, § 145, pp. 516, 524.
allegations as to value of matter in dispute, § 144, p. 514.
allegations in bills to impeach patent or other grant, § 137, p. 480; § 144, p. 514.
allegationes as to permission from attorney-general, § 131, p. 464.
bills to enjoin the infringement of patents, § 146, p. 525.
general rules of equity pleading as to bills, § 141, p. 497.
interrogatory clause, rules pertaining to, § 152, p. 552.
prayer for relief, § 154, p. 557.
form of, § 154, p. 558.
waivers and offers in, § 153, p. 552.
signature, § 155, p. 561.
affidavits to, when required, § 156, p. 563.
bills of interpleader, who may file, and contents of, § 157, p. 563.
in the nature of interpleader, § 158, p. 568.
bills of certiorari, § 159, p. 568.
when may be amended, § 209, p. 716.
when copy of, required to be furnished, § 209, p. 716.
injunction not prayed for in, § 290, p. 903.
to pepetuate testimony, § 345, p. 1112.
to take testimony *de bene esse*, § 346, p. 1115.
of discovery, § 347, p. 1116.
when amended may be disregarded at hearing, § 376, p. 1200.
dismissal of, upon hearing, § 377, p. 1201.
without hearing, §§ 360–362, pp. 1164–1169.
amendment of, see AMENDMENTS.
for subjects of, see JURISDICTION; see also CROSS-BILLS; PARTIES, TAKING BILLS PRO CONFESSO; DISMISSING BILLS OTHERWISE THAN AT A HEARING; CORRECTION OF DECREE OTHERWISE THAN BY APPEAL.

BILL OF COSTS (see TAXATION).

BILLS OF EXCEPTIONS—
principles relative to, in admiralty, § 578, p. 1965.
see EXCEPTIONS.

Vol. II begins at § 329, page 1053; Vol. III begins at § 670, page 2299.

BILLS OF EXCHANGE—
injunctions to restrain negotiation or indorsement of, § 267, p. 852.
transfers of, § 272, p. 863.
jurisdiction in suits affecting, § 5, p. 12; § 63, p. 201.
suits by assignees of, § 63, pp. 199–201.
suits by payee, § 53, p. 205.
checks, § 63, p. 201.
see FOREIGN BILL OF EXCHANGE.
BILLS OF LADING—
how far decisions of State courts relative to, are binding upon Federal tribunals, § 477, p. 1569.
BILLS OF PARTICULARS, § 522, p. 1713.
BILL OF PEACE—
necessary parties to, § 112, p. 414.
defined, characteristics, § 266, p. 851.
jurisdiction in, § 140, pp. 494–945; § 141, p. 504.
BILLS OF REVIEW—
jurisdiction of, § 51, p. 149.
definition and characteristics of, §§ 447–449, pp. 1402–1416.
BILLS IN THE NATURE OF BILLS OF REVIEW, § 450, p. 1415.
BILLS OF REVIVOR—
by what acts suits are abated, § 216, p. 736.
effect of abatement, § 217, p. 742.
when a suit may be revived, and effect of revivor, § 218, p. 744.
who may revive a suit, § 219, pp. 746, 747.
manner of revivor, in general, § 221, p. 750.
definition and parties to bills of revivor, § 222, p. 751.
BILLS OF REVIVOR (continued)—
frame of, and requisites, § 223, pp. 752, 753.
proceedings upon, § 224, p. 753.
bills in the nature of bills of revivor in general, § 225, p. 756.
frame of, and proceedings thereupon, § 226, p. 758.
bills of revivor and supplement, definition and requisites, § 228, pp. 761, 762.
supplemental bills in the nature of bills of revivor, § 229, p. 762.
what renders a suit defective, § 230, p. 763.
supplemental bills, § 231, p. 765.
parties and frame of, § 232, p. 771.
proceedings upon, § 233, p. 773.
bills in the nature of supplemental bills, in general, § 234, p. 776.
frame and requisites of, § 235, p. 778.
proceedings upon, § 236, p. 779.
BILLS OF REVIVOR AND SUPPLEMENT (see BILLS OF REVIVOR).
BLIND PERSON—
how to verify affidavit, § 335, p. 1081.
BOARD OF GENERAL APPRAISERS, § 76, p. 304.
BOND—
bill to compel issue, § 79, p. 335.
value of matter in dispute in a suit on a, § 6, p. 24.
suits on, required by Federal orders, § 33, p. 90.
bill to set aside, regulate, etc., § 51, pp. 143, 144.
bill in Federal court to compel payment of interest on, out of taxes, § 105, p. 392.
parties to bill to restrain an illegal issue of, § 119, p. 442.
when required by State statute upon injunction, § 83, p. 349.
collection of injunction bonds, § 298, p. 825.
by receiver, § 319, p. 1025.

Vol. II begins at § 329, page 1053; Vol. III begins at § 670, page 2299.

BOND (continued)—
filed with petition for removal secures right to costs, § 407, p. 1279.
how far decisions of State courts relative to municipal bonds are binding upon Federal tribunals, § 477, p. 1574; § 375, p. 1198.
on removal of cause, § 547, p. 1850.
given in a cause prior to removal to federal court, effect of removal on same, § 547, p. 1850.
to marshal in admiralty, § 572, p. 1959.
see also SECURITY; UNDERTAKING; REMOVAL TO FEDERAL COURT.

BONDHOLDER—
bill by, § 79, p. 335.
trustee of on same side of suit as, § 41, p. 103.
parties to suit by, of bonds secured by a trust mortgage, § 112, p. 408, § 113, p. 421.
suit by minority of to foreclose, § 113, p. 422.
parties in foreclosure suits by, § 113, p. 422.
suit against a committee of, representing a class, § 115, p. 427.
suit by, against State, § 105, p. 392.
suits by plaintiff on behalf of himself and others similarly situated, § 114, p. 423.
when trustees of railroad mortgage need not be made parties to foreclosure suit by, § 118, p. 433.
obtaining injunction in suit affecting corporation, § 264, p. 848.
of corporations, appointing receivers at suit of, § 302, p. 939.

BOOKKEEPER—
of corporation, when might be made party to suit against corporation under English practice, § 111, p. 404.

BOOKS—
introduction of, in evidence, § 333, pp. 1067, 1068.

BOUNDARIES—
suits by States to determine, § 3, p. 4.
proper mode of proceeding in case of disputed, § 3, p. 7.

BREACH OF CONFIDENCE—
defendant may demur to bill if his answer would involve a, § 348, p. 1123.

BREACH OF CONTRACT—
injunctions to prevent, § 267, p. 852.
injunctions to prevent, in matters not affecting land, § 281, p. 889.

BRIEFS IN APPELLATE COURTS—
to be filed with clerk, and furnished to counsel on opposite side, § 707, pp. 2527, 2528.
what to contain, § 707, p. 2528.
see also AMENDMENTS TO RULES OF CIRCUIT COURT OF APPEALS; STATE OF FACTS.

BURDEN OF PROOF—
in showing diverse citizenship, § 46, p. 131.

C.

CALENDAR—
of motions, § 252, p. 803.
bringing suit to a hearing, § 369, p. 1187.
precedence of appeals on, § 707, pp. 2525 2527.

CALIFORNIA—
divided into two districts, § 66, p. 219.
counties and times and places of holding court therein enumerated, § 66, p. 219.
districts of, included within Ninth Circuit, § 4, p. 9.

Vol. II begins at § 329, page 1053; Vol. III begins at § 670, page 2299.

CALIFORNIA (continued)—
time within which cause to be docketed in United States Supreme Court in case of appeals or writs of error from, § 704, p. 2503.
CANCELLATION—
of intruments, § 79, p. 333.
CAPITAL CRIME (see CRIME; CRIMINAL PROSECUTION).
CAPITAL PUNISHMENT—
conviction of, § 688, pp. 2369, 2370; § 698, p. 2457; § 703, p. 2369.
writ of error in cases of, §707, p. 2526.
see CRIMINAL PROSECUTION; WRITS OF ERROR AND APPEALS.
CARRIER—
receiver of railroad, a common carrier, § 312, p. 1006.
how far decisions of State courts relative to common carriers are binding upon Federal tribunals, § 477, p. 1569.
see also CORPORATIONS.
CAUSE PETITIONS—
so called because made in a cause, § 253, p. 807.
CERTAINTY—
in bills, § 137, p. 478.
bill deficient in, demurrable, § 367, p. 1183.
waiver of objection to lack of, § 137, p. 485.
in answers, § 175, p. 630.
CERTIFICATES—
of receivers, § 309, p. 987.
exemplifying books and papers to be used in evidence, § 333, p. 1070.
clerk to authentication of record on appeal, § 704, p. 2498.
CERTIORARI—
bills of, practice respecting, § 132, p. 466; § 159, pp. 568–569.
writs of, § 460, pp. 1469–1473.
jurisdiction of courts to bring, § 460, pp. 1469–1473.
to State court to make return of record, after removal of cause to Federal court, § 553, p. 1879.
for a diminution of record, § 704, p. 2505.
pending writ of, for diminution of the record, the hearing of the cause on appeal is usually adjourned, § 704, p. 2505.
CESTUI QUE TRUST—
when necessary parties to suits affecting trust property, § 113, p. 419.
see also BENEFICIARY.
CHANGE OF RESIDENCE—
purpose of, does not prevent change of citizenship, § 46, p. 126.
CHARGE—
State statute limiting powers of judge to comment on the facts in charge to jury, or directing that such charge be in writing, effect of in Federal court, § 473, p. 1550.
when trial judge may comment upon the facts, § 473, p. 1550.
general exception to, when unavailing, § 479, p. 1598.
exception to refusal of court to charge, § 479, p. 1598.
CHARITY—
necessary parties to suit brought by one entitled to, on behalf of himself and others similarly situated, § 114, p. 426.
informations filed on behalf of, § 131, p. 464.
liberal amendments in favor of, § 206, p. 715.
relief granted without regard to allegations in bill, § 151, p. 561.
CHARTERS—
injunctions to restrain corporations from violating their, § 264, p. 847.

Vol. II begins at § 329 page 1053; Vol. III begins at § 670, page 2299

CHARTERS (continued)—
party whose land has been taken by corporation under power of eminent domain may obtain injunction for using such lands for purpose not allowed by company's charter, § 264, p. 849.

CHATTEL—
injunction to restrain alienation of a specific, § 272, p. 863.
injunction to prevent sales and transfers of, § 272, p. 864.

CIRCUITS—
enumerated and described, § 65, pp. 213–263.

CIRCUIT COURTS—
abolished, § 2, p. 2.

CIRCUIT COURTS OF APPEALS—
appellate jurisdiction, § 696, pp. 2436, 2437.
jurisdiction, § 4, p. 8; § 300, p. 931; § 688, p. 2371; § 689, p. 2378; § 693, p. 2409; § 695, p. 2435; § 696, p. 2436, 2437.
power to issue writs, § 4, p. 8.
territorial jurisdiction, § 4, p. 8.
terms and places of holding, § 4, pp. 8–11.
see AMENDMENTS TO RULES.
review of decisions by Supreme Court, § 688, p. 2371.
certification of questions from, to Supreme Court, § 689, p. 2378.
limitation of time for review of decisions of, by Supreme Court, § 698, p. 2457.
writs of error from, § 699, p. 2462.
printing records in, § 707, p. 2530.
briefs in, § 707, p. 2530.
see also AMENDMENTS TO RULES.
proceedings upon decisions by, § 711, p. 2539.
mandates, § 712, p. 2558.
see also APPEALS AND WRITS OF ERROR AND APPEALS; BANKRUPTCY.

CITATION—
to defendants in error or respondent, § 699, p. 2468; § 700, p. 2472.
failure to serve, when ground of dismissing case, § 699, p. 2469; § 700, p. 2473.
failure to serve, how waived, § 699, p. 2469.

CITIZENS—
of different States, jurisdiction of Federal courts in controversies between, § 1, p. 1; § 5, p. 12; § 40, p. 97.
of same State, § 5, p. 12.
suits against States by, § 105, p. 387.
of what State corporation regarded as a, § 47, p. 133.
national bank regarded as a, § 47, p. 135.
of what State a corporation is presumed to be, § 135, p. 471.
if party desiring to intervene in a suit is citizen of same State as one of the defendants, that will usually not deprive the court of jurisdiction, § 258, p. 822.

CITIZENSHIP—
of infant as affecting jurisdiction, § 90, p. 358.
necessary allegation in a bill, § 135, p. 470.
averment of, must be as of the time of commencement of suit, § 135, p. 471.
change of after jurisdiction has attached, § 46, p. 125.
effect of change of, for purpose of suing in Federal court, § 46, p. 131.
not determined by form of pleadings, § 40, p. 97.
of natural persons, determination of, § 46, p. 126.
of corporations, § 47, p. 133.
of unincorporated stock companies, § 48, p. 140.

Vol. II begins at § 329, page 1053; Vol. III begins at § 670, page 2299.

CITIZENSHIP (continued)—
of partnerships, § 49, p. 141.
not determined by intention, § 46, p. 131.
allegation of, § 46, p. 132.
evidence of, § 46, p. 132.
as affecting jurisdiction of Federal courts, § 46, p. 132.
not determined by residence, § 46, p. 126.
of members of voluntary association, § 115, p. 427.
costs when action is dismissed for want of jurisdiction for lack of difference of citizenship, § 407, p. 1278.
see also REMOVAL OF CAUSES; RESIDENCE; BILLS.

CIVIL LAW—
source of equitable practice and jurisprudence, § 78, p. 315.
practice of taking libels *pro confesso*, 172, p. 617.

CIVIL RIGHTS LAWS—
suits under, § 5, p. 11.
practice in removal of cases arising under, § 552, p. 1875

CLAIMS—
suits to collect claims against the United States, § 5, p. 14.
suits concerning mining, § 31, p. 87.
suits for, claims founded on Constitution and laws of the United States, § 96, p. 372.
practice in enforcing such claims, § 96, p. 373.
effect of rejection of by Comptroller of the Treasury, § 96, p. 376.
appeal by the plaintiff in such cases, § 97, p. 376.
against a corporation which has been sold, after discharge of receiver, the purchaser is the proper party to suit to enforce, § 113, p. 417.
certain claims preferred out of funds in hands of receivers in railroad foreclosure suits, § 305, pp. 956, 957.
see also COURT OF CLAIMS; BANKRUPTCY.

CLASS—
suits against one or more of a, proper parties in, § 115, p. 427.
suits by or against one or more persons as representatives of a class claiming a common right, § 116, p. 428.
extent to which bound by suit against representatives of, § 115, p. 427.
statement that complainant sues so should be in address clause of a bill, § 134, p. 469.
suits for plaintiff alone and representing a, not multifarious, § 142, p. 506.
suits on behalf of members of, see also INTERVENTION.

CLERICAL ERROR (see also CORRECTION OF DECREE OTHERWISE THAN BY APPEAL).

CLERKS OF COURTS—
direction to enter appearance, § 169, p. 606.
approval of bond on writ of error cannot be delegated by judge to clerk, § 702, p. 2480.
undertaking to, for fees, by plaintiff in error, on docketing cause and filing record in United States Supreme Court, § 704, p. 2504; § 705, p. 2511.
no security for fees to clerk of Supreme Court of United States required in writs of error in criminal prosecutions, § 702, p. 2481.
power to issue blank writs, § 455, p. 1441.
certificates of, § 333, p. 1074.
transcripts by, § 333, pp. 1073, 1074.
fee of, in Supreme Court and Circuit Court of Appeals, § 417, pp. 1301, 1304.

Vol. II begins at § 329, page 1053; Vol. III begins at § 670, page 2299.

CLERKS OF COURTS (continued)—
fee of, in District Court, § 417, p. 1307.
of District Courts, duties of office, § 257, p. 817.
CLIENT—
costs as between solicitor and, § 422, p. 1335.
CLOSING—
at hearing, § 374, p. 1195.
argument in appellate court, § 707, p. 2532.
CLOUD UPON TITLE (see PARTIES; BILL; TITLES).
CLUBS (see VOLUNTARY ASSOCIATIONS).
CO-DEFENDANT—
answer cannot pray relief against, § 174, p. 624.
whether admissions of one defendant can be used against, § 330, p. 1058.
COLLECTOR—
recovery against, execution, § 427, p. 1350.
COLLUSION—
removal of receiver because original appointment was obtained by, § 323, pp. 1036, 1037.
bill to impeach for, § 451, p. 1417.
remanding cause improperly removed to Federal court, § 556, p. 1914.
COLLUSIVE ASSIGNMENT—
removal of cause in case of, § 537, p. 1759.
dismissal for, § 363, p. 1169.
COLOR—
witness not to be excluded on account of, § 339, p. 1086.
COLORADO—constitutes one judicial district, § 66, p. 219.
times and places of holding court therein enumerated, § 66, pp. 219, 220.
districts of, included within Eighth Circuit, § 4, p. 9.
COMBINATION—
bill charging, when multifarious, § 141, p. 506.
injunction to restrain, § 283, p. 892.
COMITY—
between State and Federal courts, § 52, p. 152; § 60, p. 181.
COMMERCE—
compliance with Interstate Commerce Act compellable in certain cases by injunction, § 283, p. 893.
suits to protect, § 5, p. 17; § 61, p. 187, § 105, p. 388.
COMMERCE COURT, § 75, p. 298.
COMMERCIAL LAW—
what principles of, applicable in Federal courts, § 477, p. 1568.
COMMISSION—
to take testimony, see EVIDENCE.
COMMISSION OF REBELLION—
when will issue, § 189, p. 681.
COMMISSIONERS—
fees of, § 420, p. 1327.
COMMISSIONERS OF PATENTS—
bill against, § 147, p. 536.
injunction against, § 147, p. 538.
COMMITMENT—
notice of motion for process of, to be served personally, § 251, p. 799.
order of, § 429, p. 1367.
order cannot be altered at subsequent term, § 429, p. 1368.

Vol. II begins at § 329, page 1053; Vol. III begins at § 670, page 2299.

COMMITTEE—
for lunatic on suit brought, § 107, p. 400.
suits by, § 91, p. 359.
appointment of new, when old dies, § 91, p. 359.
practice in England, § 91, p. 359.
suits against a committee chosen to represent a class of defendants, § 115, pp. 426, 427.
creditors in bankruptcy; bondholders, stockholders or intervening parties, § 619, p. 2058.

COMMON CARRIER—
receiver of railroad a, § 312, p. 1006.
how far decisions of State courts relative to, are binding upon Federal tribunals, § 477, pp. 1570, 1571.
see also CARRIER.

COMMON INJUNCTIONS (see INJUNCTIONS).

COMMON LAW—
acts upon property, not persons, § 78, p. 316.
origin of, § 78, p. 316.
source of equitable practice and jurisprudence, § 78, p. 315.
desire to soften rigors of, the foundation of equity jurisprudence, § 78, p. 315.
distinction between, and equity, § 78, p. 316.
see also PRACTICE AT COMMON LAW.

COMMON-LAW PROCEDURE (see PRACTICE AT COMMON LAW).

COMMON RIGHT—
suits by or against one or more persons as representatives of a, § 116, p. 428.

COMPELLING—
witness to testify, § 343, p. 1109.
proceedings compelling answer for, § 189, p. 681.

COMPENSATION—
suits to recover, § 5, p. 17.
terms as to, of receiver, imposed by court on appointment, § 306, p. 977.
when receiver obliged to act without, § 318, p. 1023.
of receivers, § 322, p. 1033.
of master, § 395, p. 1255.

COMPETENCY—
of witnesses, see EVIDENCE.

COMPETITION—
suits to restrain unfair, § 24, p. 67.
no injunction to restrain mere, § 264, p. 848.
see also MONOPOLY.

COMPLAINT—
dismissal of, § 473, p. 1554.
judgment unconditionally dismissing, may be reviewed by writ of error from Supreme Court to State court, § 692, p. 2401.
see also BILLS; PARTIES; PLEADINGS.

COMPTROLLER OF THE CURRENCY—
appointment of receiver by, § 302, p. 940.
introducing in evidence papers executed by, § 333, p. 1065.
when not a necessary party to suit against a receiver of a national bank, § 113, p. 416.

CONCLUSIONS OF LAW—
not to be stated in bills, § 137, pp. 479, 480.
not to be stated in affidavit, § 337, pp. 1084, 1085.
see also FACTS.

Vol. II begins at § 329, page 1053; Vol. III begins at § 670, page 2299.

CONCLUSIONS OF LAW (continued)—
denial of, § 174, pp. 628, 629.
demurrer does not admit, § 366, p. 1177.
CONCURRENT JURISDICTION—
of State and District Courts, § 5, p. 16; § 62, p. 152.
dismissal of bill for failure of plaintiff to elect whether he will proceed at law or in equity, § 368, p. 1186.
CONDEMNATION PROCEEDINGS—
for United States, practice in, § 5, p. 13; § 482, p. 1607.
injunction affecting, § 270, p. 857.
when removable, § 482, p. 1614; § 538, pp. 1772, 1773.
CONDITIONAL DECREE—
sometimes made without reference to pleadings, for the purpose of doing equity, § 153, p. 557.
see also DECREES.
CONFLICT OF LAWS—
when *lex fori* governs, § 477, p. 1578.
see STATE COURTS; STATE STATUTES.
CONFORMITY—
of practice in Federal courts to State, § 453, p. 1423.
CONGRESS—
suits for removal of members of, § 5, p. 15.
exemption of members of, from service of process, § 167, p. 602.
when writ of *ne exeat republica* cannot be issued against members of, § 327, p. 1047.
introducing in evidence extracts from the journal of the Senate or of the House of Representatives, § 333, p. 1073.
recovery against officer of either House of; execution, § 427, pp. 1352–1353.
practice on removal of suits against officers of either House of, § 551, p. 1869.
CONNECTICUT—
constitutes one judicial district, § 66, p. 220.
times and places of holding court therein enumerated, § 66, p. 220.
the districts of, included within the Second Circuit, § 4, p. 8.
CONNOLY THEODORE—Article by § 466, p. 1508.
CONSENT—
to relief sought as affecting necessary parties, § 122, p. 452.
decrees entered upon, what to be stated in, § 404, p. 1270.
dismissal of suit on, costs and fees, § 417, p. 1308.
amendment of order or decree entered by, § 444, p. 1393.
a case of which the Federal court could not otherwise take jurisdiction cannot be removed from State court by, § 538, p. 1766.
cause which was properly removed to Federal court cannot be remanded on consent, § 556, p. 1910.
appeals from decrees entered by consent, § 711, p. 2552.
CONSIDERATION—
inadequacy of, § 79, p. 333.
CONSOLIDATION OF SUITS—
common-law procedure respecting, § 453, p. 1424.
at law and in equity, § 138, p. 485, § 472, p. 1544.
CONSTITUTION—
as affecting jurisdiction of Federal courts, § 1, p. 1.
distinctions made by, between law and equity, § 80, p. 336.
suits arising under, § 1, p. 1; § 5, p. 12; § 24, p. 56; § 25, p. 68.
to redress deprivation, right, privilege or immunity secured by, § 5, p. 15.

Vol. II begins at § 329, page 1053; Vol. III begins at § 670, page 2299.

CONSTITUTION (continued)—
must be a clear question under, on the pleadings, § 24, p. 60.
suits against United States upon claims under, § 95, p. 365.
custody of property where federal courts exercise jurisdiction under Constitution and laws of United States, § 59, p. 177.
liability of States to suits by private persons under, § 105, p. 387.
suits of one State against another, under, § 104, p. 384.
power of Congress to enact law allowing in a single specified suit against a corporation chartered by it, matters and defendants to be joined, in a manner that would otherwise constitute multifariousness, § 143, p. 510.
exemption under, of certain Federal officers from process, § 167, p. 602.
writs of error, in any case, in District Court, brought on account of the deprivation of any right or privilege secured by the, § 688, pp. 2368, 2369.
review by writ of error, of decision of State court affecting, § 692, p. 2393.
see also CONTRACT.

CONSTITUTIONAL LAW—
rulings involving, upon hearing, § 375, p. 1198.
State statutes regulating procedure in Federal courts, effect of, § 477, p. 1573.
State statutes excluding corporations from doing business within their limits, § 537, p. 1758.

CONSTRUCTION—
of State statute by State court, how far binding on federal tribunals, § 477, p. 1575.

CONSTRUCTIVE FRAUD—
as a subject of equitable jurisdiction, § 79, p. 321.

CONSTRUCTIVE TRUSTS—
as subjects of equitable jurisdiction, § 79, p. 320.

CONSULAR COURTS—
jurisdiction and practice, § 74, p. 280.
apeals from, § 693, p. 2411.

CONSULS—
jurisdiction of cases affecting, § 1, p. 1.
original jurisdiction of United States Supreme Court in controversies affecting, § 3, p. 3.
jurisdiction of District Courts in suits agianst, § 5, pp. 16, 21.
introducing in evidence copies of papers in the office of a, § 333, p. 1073.
consular certificates, § 333, p. 1073.

CONTAGIOUS DISEASE—
provisions as to holding to terms of United States Supreme Court in case of, § 1, p. 8.

CONTEMPT—
notice of motion for process of, to be served personally, § 251, p. 799.
party in, restricted to certain motions, § 251, p. 802.
receiving fees by counsel assigned to person suing in *forma pauperis*, a, § 253, p. 807.
interference with receiver, a, § 311, p. 999.
witness refusing to testify, § 343, p. 1109.
common-law procedure respecting, § 453, p. 1424.
jurisdiction of Federal courts to punish acts committed before removal of cause, § 555, p. 1904.
see also ENFORCEMENT OF DECREES AND ORDERS.
punishment for, by District Court, § 5, p. 20.

Vol. II begins at § 329, page 1053; Vol. III begins at § 670, page 2299.

CONTEMPT (continued)—
proceedings discharged by amendment, § 210, p. 720.
definition, § 428, p. 1353.
CONTEMPT PROCEEDINGS—
when amendment of a bill discharges, § 210, p. 720.
CONTINUANCE—
executor or administrator becoming party entitled to a, § 216, p. 738.
see also POSTPONEMENT.
CONTRACT—
relief in equity against, § 79, p. 333.
when not specifically enforced, § 79, p. 333.
to build bridge, when not specifically enforced, § 79, p. 333.
bills to contain no unnecessary recitals of, § 237, p. 782.
alternative relief in action affecting, § 138, p. 488.
injunction to enforce specific performance of, affecting land, § 265, p. 850.
injunctions to compel the performance or prevent the breach of, § 267, p. 852.
injunctions to compel the performance or prevent breach of, not affecting land, § 281, pp. 889–891.
injunction to restrain defendant from violating negative promise contained in a, § 281, p. 889.
with receiver, § 307, p. 980.
how far decisions by State courts upon the law of contracts by corporations are binding upon the Federal courts, § 477, p. 1571.
how far construction of, by State courts will be followed in Federal tribunals, § 477, p. 1573.
see SPECIFIC PERFORMANCE OF CONTRACTS.
effect of State statute authorizing decrees of specific performance, § 82, p. 346.
bill to cancel illegal, § 79, p. 333.
bill to cancel marriage, § 79, p. 333.
suits upon, § 5, p. 16.
suits on assignee claims under, § 63, pp. 202–206.
when assignee of one party may be sued by the other party, § 63, p. 207.
suits on, with United States, § 96, p. 366, § 671, p. 2300.
suits for extra work under contract with government agent, § 96, p. 371.
owners of partial interest in, for land, when not necessary parties to suit on, § 119, p. 438.
specific performance of, for land, § 119, p. 438.
necessary parties to suit on, § 120, p. 443.
of corporation, presumed to be within charter, § 144, p. 514.
CONTRIBUTION—
as a subject of jurisdiction in equity, § 79, p. 322.
CONTRIBUTORY NEGLIGENCE—
how far decisions of State courts upon law of, are binding upon the Federal tribunals, § 477, p. 1569.
pleading, § 454, p. 1431.
CONTROVERSY—
between citizens of different States, § 40, pp. 97–100.
how determined, § 41, p. 100.
between two States, § 104, p. 384.
confined to questions of property, § 104, p. 384.
separable controversies, § 541, p. 1787.
CONTUMACIOUS WITNESS—
compelling to testify, § 343, p. 1109.

Vol. II begins at § 329, page 1053; Vol. III begins at § 670, page 2299.

CONVERSION—
of property, not ground for bill in equity, § 79, p. 331.
suit for, § 63, p. 200.

CONVICT—
time of, to bring appeal or writ of error, § 698, p. 2457.
see also CRIMINAL PROSECUTIONS.

COPYRIGHT—
jurisdiction of cases concerning, § 5, p. 21.
when suit arises under laws of United States, § 29, p. 83.
complete title to, must be alleged in a bill for infringement, § 144, p. 514.
must allege compliance with statutes, § 144, p. 514.
effect of State statutes of limitation upon, § 61, p. 184.
reached by creditor's bill, § 79, p. 324.
necessary parties to suit by equitable assignees of, § 112, pp. 409, 410.
bill of infringement of, § 138, p. 485; § 142, p. 508; § 153, p. 557.
injunction to restrain infringement of, § 105, p. 394; § 267, p. 852; § 278, p. 882.
writs of error to review decrees concerning, § 695, p. 2421.
pleadings in bill to enjoin infringements, § 138, p. 508.
pleadings at common law in, § 454, p. 1432.

CORAM NOBIS—
writ of error, when allowed, § 481, p. 1605.

CORPORATIONS—
State statute cannot regulate suits by foreign, § 83, p. 349.
State statute concerning suits by or against consolidating corporations followed, § 83, p. 350.
inspection of books of corporation, § 332, p. 1062.
where parties are federal corporations, § 27, p. 79.
effect of citizenship, § 41, p. 105.
consolidated citizenship of, § 47, p. 137.
location of principal office does not affect the citizenship of, § 47, p. 140.
State officer enjoined from revoking license of foreign, § 105, p. 394.
refusal to issue new license, § 105, p. 394.
suit against receiver of, parties to, § 113, p. 416.
suits by assignees of choses in action of, § 63, p. 199.
claims against, when corporation has been purchased after the receiver is discharged, parties to suit to enforce, § 113, p. 417.
in suit by stockholder against, directors need not be joined, § 119, p. 439.
parties to a suit to enforce a claim against a third party, § 120, p. 448.
suit to prevent waste of corporate assets, § 120, p. 448.
when a necessary party, § 120, p. 449.
bill for a dissolution and accounting for the benefit of one stockholder, § 120, p. 450.
bill to compel issue of stock, misjoinder, § 140 p. 493.
joinder of corporation and stockholders in a suit on a bond, § 141, p. 499.
contracts by, presumed to be within charter, § 144, p. 514.
answer to be made by principal officer, § 174, p. 627.
abatement of action against, by dissolution, § 216, p. 741.
individual liability of stockholders, § 82, p. 344.
franchises not forfeited by bill in equity filed by private citizen, § 79, p. 318.
not enjoined at suit by stranger from act *ultra vires*, § 79, p. 319.
bill by stockholder against, § 79, p. 318.
chartered by Congress, jurisdiction of suits, by or against, § 24, p. 71.

Vol. II begins at § 329, page 1053; Vol. III begins at § 670, page 2299.

CORPORATIONS (continued)—
of what State regarded as a citizen, § 47, p. 133; § 135, p. 471.
of what State deemed to be a resident, § 61, p. 193.
who to be made parties in a suit against, under English practice, § 111, p. 404.
when stockholders are necessary parties to suits affecting, § 113, p. 418.
parties to suit by stockholder, on behalf of himself and others similarly situated, § 114, p. 425.
suing stockholders of, as representing a class, § 115, p. 427.
if party to bill, law of State creating same to be stated, § 135, p. 471.
allegation that defendant corporation is about to exceed its powers insufficient; facts to be shown, § 137, p. 483.
alternative relief asked for in suit affecting interest in, § 138, p. 485.
power of Congress to pass law allowing, in a single specified suit against corporation chartered by it, matters and defendants to be joined in a manner that would otherwise constitute multifariousness, § 143, p. 510.
necessary averments in suits affecting rights assertable by, § 145, p. 515.
bills in suits affecting, when to be verified, § 145, p. 515; § 156, p. 562.
service of subpœna on, § 164, p. 579.
unincorporated association suing as, ground of demurrer, § 365, p. 175.
discovery cannot be required of, § 174, p. 627.
but can be required to answer fully, § 174, p. 627.
answer by, § 191, p. 684.
allowing stockholders to intervene in suits affecting, § 258, p. 826.
injunctions to restrain corporations from violating their charters, § 264, pp. 847–850.
territorial corporations, § 27, p. 80.
county considered as, § 47, p. 135.
officers, when proper parties to suit against, § 111, p. 405.
when improper parties to suit against, § 111, p. 404.
when receiver of property of, will be appointed, § 302, p. 938.
suits in the name of, by receiver, § 311, p. 995.
how far decisions of State courts upon the law of contracts by corporations are binding upon Federal tribunals, § 477, p. 1567.
agreement by, not to remove into Federal court any suit brought against it within a State, § 537, p. 1759.
exclusion of, by State from doing business within its limits, § 537, p. 1763.
reorganization of, § 258, p. 823.
purchases by committee of, § 258, p. 1759; § 349, p. 1239.
see also PARTIES; FOREIGN CORPORATIONS; BANKRUPTCY.

CORRECTION OF DECREE OTHERWISE THAN BY APPEAL—
in general, § 443, p. 1391.
of judgments by courts that rendered them, § 481, p. 1604.
amendment upon decree without a rehearing, § 444, p. 1239.
petitions for rehearing, § 445, p. 1398.
practice upon, § 445, p. 1399.
supplemental bills in the nature of bills of review, § 446, p. 1400.
bills of review, § 447, p. 1404.
provisions peculiar to, for matters of fact newly discovered, § 448, p. 1406.
provisions common to both kinds of bills of review, § 449, p. 1413.
bills in the nature of bills of review, § 450, p. 1416.
bills to impeach decrees on account of fraud, § 451, p. 1416.
collusion, § 451, p. 1417.
surprise, § 451, p. 1417.
bills to suspend or avoid the operation of decrees, § 452, p. 1420.

Vol. II begins at § 329, page 1053; Vol. III begins at § 670, page 2299.

COSTS—
when not considered as adding to value of matter in dispute, § 20, p. 53.
making persons parties to suits to mulct for, § 111, p. 404.
in cases of fraud, persons sometimes allowed to be made parties only to be mulcted in, § 111, p. 406.
payment of as condition for leave to amend, on objection for multifariousness being sustained, § 143, p. 510.
payment of, when to form a subject of prayer for relief, § 154, p. 560.
dismissing bill with, where a disclaimer is made and it appears that defendant was made a party without reason, § 196, p. 688.
where no judgment for, will be allowed against the United States, § 95, p. 366.
for expunging scandalous matter, § 239, p. 786.
for separate answers, § 190, p. 682.
for exception to insufficiency of answer, § 194, p. 686.
precedent to leave to amend, § 215, p. 732.
against a receiver, a preferred claim, § 311, p. 996.
for taking testimony, § 352, p. 1132.
for exceptions to master's report, § 393, p. 1235.
amending bill as of course without payment of costs, § 209, p. 717.
suit will not be revived merely for, § 218, p. 744.
making of separate motions discouraged as to, § 251, p. 801.
in appellate court on motion to dismiss for want of jurisdiction, § 407, p. 1278.
when judgment on, is reversed for want of jurisidction below, § 412, p. 1289.
definitions of, § 407, p. 1277.
when both parties appeal, § 412, p. 1289.
in court of removal, § 412, p. 1289.
on remand after removal, § 412, p. 1289.
when case dismissed for want of jurisdiction in court of original jurisdiction, § 412, p. 1289.
not decreed under English practice against pauper, § 413, p. 1293.
but if successful, court might allow him full, § 413, p. 1293.
plaintiff dismissing his bill without costs, § 361, p. 1164.
practice respecting, on references, § 388, p. 1218.
definition and distinction between costs at law and in equity, § 407, p. 1277.
in admiralty, § 562, p. 1948.
in bankruptcy, § 659, p. 2260.
to whom costs will be awarded, § 407, pp. 1279, 1280.
classification of costs, § 414, p. 1294.
costs between party and party, § 415, p. 1294.
attorney's fees enumerated, and amounts, § 416, pp. 1294–1301.
belong to party, § 416, p. 1301.
clerk's fees, Supreme Court of the United States, § 417, p. 1301.
District Courts, § 417, p. 1307.
Circuit Court of Appeals, § 417, pp. 1304–1307.
marshal's fees, Supreme Court of the United States, § 418, p. 1313.
generally, § 418, pp. 1313–1320.
witness' fees, § 419, pp. 1320–1324.
miscellaneous disbursements, § 420, pp. 1324–1330.
commissioner's fees, § 420, p. 1327.
costs out of a fund, § 421, pp. 1330–1335.
as between solicitor and client, §422, pp. 1335–1337.
taxation of costs, § 423, p. 1337.
security for, § 425, pp. 1339–1342.
upon remand of cause improperly removed to Federal court, § 556, p. 1917.
appeal from taxation for costs, § 424, p. 1338.

Vol. II begins at § 329, page 1053; Vol. III begins at § 670, page 2299.

COSTS (continued)—
imposed upon a remand, § 556, p. 1925.
security for, not required in writs of error to convictions of crime, § 702, p. 2481.
security for, on writ of error or appeal, § 704, p. 2498.
see also SECURITY FOR COSTS; TERMS; DISTRICT ATTORNEY; COMMISSIONERS; CLERKS; MARSHALS; WITNESSES; BANKRUPTCY.

COUNSEL—
signature of, to bill, § 155, p. 561.
signature of, to amended bill, § 210, p. 719.
signature of, to bill of revivor, § 223, p. 753.
as soon thereafter as counsel can be heard words usually employed in notices of motion, § 251, p. 800.
when to sign notice of motion, § 251, p. 800.
former English practice respecting, as to argument of motions by, § 252, p. 804.
assigning under English practice to petitioner suing *in forma pauperis*, § 253, p. 807.
when fees of, required to be paid by party desiring to intervene, § 258, p. 822; § 260, p. 842.
when signature of, necessary to petition for intervention, § 254, p. 808.
whom receiver may not retain as, § 312, p. 1006.
allowances to, in receiverships, § 321, p. 1032.
agreements between, must be reduced to writing or made in open court, § 330, p. 1059.
on hearing, § 374, p. 1195.
time allowed on argument in appellate court, § 707, p. 2531.

COUNSEL FEES—
when payable out of fund in court, § 422, p. 1335.

COUNTER AVERMENTS—
to avoid anticipated defense, § 136, p. 477.

COUNTER-CLAIMS—
when followed, § 198, p. 694; App. p. 2581.
when included in estimation of matter in dispute, § 21, pp. 53, 54.
in suits by the United States, § 95, p. 365.
see also SET-OFF; CROSS BILLS.

COUNTY—
is a corporation, § 63, p. 201.
subject to suit, § 105, p. 388.
State law cannot direct jurisdiction over, § 83, p. 349; § 105, p. 388.
called judicial district, § 453, p. 1427.

COUPONS—
bill by holder of, § 79, p. 329.
amount of, when included in estimating value of matter in dispute, § 6, p. 24.

COURT FUNDS—
petition for payment of, § 253, p. 807.

COURT-MARTIAL—
accused may testify, § 523, p. 1717.
writ of prohibition, against, § 456, p. 1443.

COURT OF CLAIMS—
organization, § 670, p. 2299.
jurisdiction, § 96, p. 375; § 67, pp. 2300–2313.
practice in, § 97, p. 378.
statute of limitations, § 672, p. 2313.
pleadings, §§ 673–675, pp. 2315–2328.
attorneys, § 676, p. 2329.
evidence, §677, pp. 2330–2340.

Vol. II begins at § 329, page 1053; Vol. III begins at § 670, page 2299.

COURT OF CLAIMS (continued)—
motions, § 678, pp. 2340, 2341.
abatement and revivor, § 679, p. 2341.
discontinuance and withdrawal of paper, § 680, pp, 2341, 2342.
trials, § 681, pp. 2342–2344.
new trials, § 683, pp. 2345–2349.
judgments, § 684, pp. 2349–2352.
appeals, § 97, p. 378, § 686, p. 2352; § 690, p. 2385; § 696, p. 2438.
references, § 682, pp. 2344, 2345.
assignees of claims, § 671, p. 2306; § 673, p. 2315.
rules of, pp. 2964–2986.
COURT OF CUSTOMS APPEALS, § 77, p. 310.
COURTS (See respective titles; and DISTRICT OF COLUMBIA; HAWAII; PHILIPPINE ISLANDS AND PORTO RICO).
COVENANT—
against ancestor, who necessary party to a bill to enforce, § 110, p. 403.
injunctions to enforce specific performance of, relative to land, § 265, p. 850.
CREDITOR—
of estate, not to be joined as party with receiver, § 113, p. 416.
of insolvent debtor, when necessary party to suit brought by or against insolvent debtor, § 113, p. 416.
necessary parties to suits by on behalf of himself and others similarly situated, § 114, p. 425.
filing bill of revivor, § 219, p. 746.
of corporation obtaining injunction, § 264, p. 849.
of corporation, appointment of receiver in suits of, § 302, p. 941.
see BANKRUPTCY.
several, on different obligation cannot unite in one bill, § 140, p. 494.
cannot join with a purchaser upon a sheriff's sale to set aside a fraudulent conveyance, § 140, p. 494.
suit by, against a stockholder as representing a class for capital of a dissolved corporation, § 115, p. 427.
bill by, to reach land of debtor, necessary parties, § 119, p. 440.
parties to bill to enforce liability of stockholders, § 119, p. 442.
parties to suit to enforce a lien, § 120, p. 449.
CREDITOR'S BILL—
as a subject of equity, § 79, p. 323.
State law authorizing, § 82, p. 346.
equitable jurisdiction over, § 79, p. 323.
value of matter in dispute in, § 15, p. 42.
on decree in admiralty not within jurisdiction of Federal court, § 51, p. 148.
removal to Federal court, § 51, p. 150.
receiver appointed upon, not necessary party in ancillary foreclosure suit, § 113, p. 417.
members of different firms joined in, § 141, p. 503.
cannot file cross-bill simply to reduce his claim to judgment, § 198, p. 695.
founded on a State judgment is removable, § 538, p. 1762.
necessary parties to suit brought by one on behalf of himself and others similarly situated to recover prize money, § 114, p. 426.
see also PRIZE CAUSES.
CRIME (see CRIMINAL PROSECUTION; HABEAS CORPUS; CONVICTION OF CAPITAL OR INFAMOUS CRIME; PRACTICE IN CRIMINAL CASES).
CRIMINAL PROSECUTION—
practice in, § 483, p. 1615.
defendant in certain cases obliged to answer a charge of fraud which might subject him to a, § 318, p. 1123.
injunctions will not be issued to stay, § 271, p. 861.

Vol. II begins at § 329, page 1053; Vol. III begins at § 670, page 2299.

CRIMINAL PROSECUTION (continued)—
when injunction will be issued, § 274, p. 862.
competency of witnesses in, § 339, p. 1097.
jurisdiction of District Court, § 5, p. 20.
removal to Federal court generally, of criminal prosecutions, where accused is denied rights guaranteed by law providing for equal rights of citizens of the United States, § 537, p. 1761.
against revenue officers and officers of either House of Congress, practice upon removal to Federal court, § 551, pp. 1869–1874.
practice on removal of cases arising under civil rights laws, § 552, p. 1875.
writ of error to Supreme Court of United States in, § 688, p. 2372.
writ of error to Circuit Court of Appeals in, § 693, p. 2409.
time to take out writ of error in, § 698, p. 2457.
no security required upon a writ of error to a judgment of conviction of a capital crime in a court of the United States, § 702, p. 2481.
writs of error in, entitled to preference on hearing, § 707, p. 2526.
conflicting criminal proceedings, § 58, p. 176.
see PRACTICE CRIMINAL CAUSES.

CROSS-APPEALS—
argued as one case, § 707, p. 2531.

CROSS-BILLS—
in Federal court, § 51, p. 143.
relief by, against co-defendant, § 175, p. 630.
service of subpœna to answer, § 201, p. 704.
in the nature of original bills, § 132, p. 466.
definition and origin of, § 197, p. 690.
when should be filed, § 198, p. 698.
when should not be filed, § 198, p. 698.
new parties to cross-bills, § 199, p. 699.
frame and requisites of, § 200, p. 703.
who can file, § 200, p. 703.
proceedings upon, § 201, p. 703.
may be sustained as a petition of intervention, § 258, p. 825.
as to right to appeal from decree dismissing, § 698, p. 2456.
jurisdiction over, irrespective of the citizenship of the parties, § 51, pp. 143, 144; § 199, p. 699.
service of subpœna under, § 165, p. 589.
see COUNTER-CLAIMS.

CROSS-LIBEL, § 580, p. 1967.

CUSTODY OF COURT—
when it begins, § 52, p. 155.
when it terminates, § 52, p. 156; § 60, p. 180.

D.

DAMAGES—
for death, § 560, p. 1941.
for personal injury, § 560, pp. 1941–1943.
for excessive loans of national bank in common-law action, § 81, p. 341.
suits for, actions, not sounding in tort, against the United States, § 5, p. 16; § 96, p. 373.
independently of other equitable relief, not usually recovered by bill in equity, § 79, p. 331.
necessity of alleging special, to obtain injunction, § 264, p. 848.
liability of receiver, § 313, pp. 1007–1011.
on injunction bonds, § 298, p. 927.
reference to master to assess, § 377, p. 1202.

Vol. II begins at § 329, page 1053; Vol. III begins at § 670, page 2299.

DAMAGES (continued)—
costs where master reports in favor of plaintiff for nominal damages, § 410, p. 1285.
awarded by appellate court for delay, § 712, p. 2560.
see NEW TRIALS; WRITS OF ERROR AND APPEAL.

DEATH—
of relator, effect of, upon proceedings, § 131, p. 461.
action abating by, of plaintiffs, § 216, p. 736.
of party pending appeal or writ of error, § 697, p. 2453–2455.
effect of death of party before time allowed for taking appeal, or bringing writ of error has expired, § 697, p. 2453.
abatement of suits by, see ABATEMENT AND REVIVOR; BILLS OF REVIVOR.
place of trial of offenses punishable with, § 61, p. 185.

DE BENE ESSE—
issuing subpœna in case of taking, § 340, p. 1101.
bills for taking testimony, § 156, p. 563; § 346, p. 1115.
depositions *de bene esse* under the Acts of Congress, § 354, pp. 1137–1145.

DEBENTURES—
for drawback of duties, jurisdiction of suits by assignees of, § 5, p. 14.

DECEDENT'S ESTATE—
suits relating to, § 54, p. 160.
against, by assignee of a claim, § 63, p. 204.

DECISIONS—
how pleaded, § 237, p. 781.
rules of, upon a hearing, § 375, p. 1196.
weight of, upon a hearing, § 375, p. 1196.
rules of, in trials at common law, § 477, p. 1567.
of appeals and writs of error, § 711, pp. 2538–2558.

DECLARATORY PART—
of decree, § 404, p. 1269.

DECREE—
bill to enforce, § 51, p. 142; § 442, p. 1389.
jurisdiction of bill to restrain, regulate, etc., § 57, p. 148.
suit to make decree of State court the decree of a Federal court, § 51, p. 149.
parties indispensable to, § 120, p. 443.
necessity of separate decrees does not make bill multifarious, § 140, p. 493.
bill to interfere with the enforcement of an interlocutory, § 51, p. 150.
motion at the foot of a, § 405, p. 1274.
enrollment of, § 406, p. 1275.
jurisdiction of bill to set aside for fraud, § 51, p. 148.
who bound by, § 110, p. 402.
to provide for all the rights which different persons have in the matters decided, § 110, p. 402.
all persons should be made parties to suit who are interested in, § 110, p. 402.
as against absent parties, or such as are without the jurisdiction, § 115, p. 428; § 117, p. 430.
bills impeaching upon the ground of fraud, § 132, p. 466.
bills to suspend operation of, on special circumstances, § 132, p. 466.
bills to avoid, on the ground of matter subsequent, § 132, p. 466.
bills to obtain a judicial construction of a previous, § 132, p. 466.
bills to set aside, § 132, p. 466.
alternative relief in action to set aside, § 138, p. 487.
not rendered void by multifariousness, § 143, p. 509.

Vol. II begins at § 329, page 1053; Vol. III begins at § 670, page 2299.

DECREE (continued)—
conditional, sometimes entered for the purposes of doing equity, § 153, p. 553.
pro confesso, § 172, pp. 617–622.
requiring answer to obtain a proper, § 189, p. 681.
taking bill *pro confesso*, appeal from, § 172, p. 620.
mandatory injunctions rarely granted before a, § 287, p. 901.
discontinuance before, § 361, p. 1167.
court may make a final decree upon the hearing, § 377, p. 1200.
leave given to apply for further orders at foot of, § 377, p. 1202.
definition and classification, § 396, p. 1257.
final and interlocutory, § 397, pp. 1257–1260.
in personam, § 398, pp. 1260–1262.
in equity, § 80, p. 336; § 585, p. 1974.
in rem, § 399, p. 1262.
absolute and conditional, § 400, p. 1262.
nisi, § 401, pp. 1264–1268.
in the nature of decrees *nisi*, § 402, p. 1268.
time of entry of decree, § 403, p. 1269.
frame of decree, § 404, pp. 1269–1274.
motions at the foot of a decree, § 405, pp. 1274–1275.
enrollment of decree, § 406, p. 1275.
in admiralty, § 584, p. 1973; § 585, p. 1974.
from what decrees a party may appear, § 695, p. 2421.
distinguished from decision, for purposes of appeal, § 698, p. 2456.
see also WRITS OF ERROR AND APPEALS; CORRECTION OF DECREE OTHERWISE THAN BY APPEAL; ENFORCEMENT OF DECREES AND ORDERS; HEARING; INTERLOCUTORY APPLICATION AND PETITIONS; JUDGMENTS; PARTIES.

DECREE OF FEDERAL COURT—
jurisdiction of bill to restrain, regulate, set aside, construe, or enforce, § 51, pp. 143, 144.

DECRETAL ORDER—
defined, § 255, p. 810; § 396, p. 1257.

DEDIMUS POTESTATEM—
taking testimony by a commission under a, § 345, p. 1112; § 353, p. 1136.
commissions under, § 353, p. 1136; § 357, pp. 1154–1158.
proceedings, § 357, pp. 1154–1158.

DEEDS—
trustees under, when necessary parties to suits affecting property covered by, § 113, p. 421.
bill to set aside trust, parties to, § 113, p. 423.
parties to bill to set aside, of sale of land, § 119, pp. 438, 439.
alternative relief in action to set aside, § 138, p. 486.
by receiver, § 307, p. 979.
permitting master under Lord St. Leonard's Act to execute deed or other written instrument in the name of a party who refuses to do so, § 441, p. 1387.
see also GRANTS.

DEFAULT—
opening, how far State practice respecting opening of, followed, § 453, p. 1427.
when a constructive admission, § 331, p. 1060.
dismissing bill for want of prosecution, § 362, p. 1168.
appeal from decree entered *pro confesso*, § 675, p. 2421.
effect of no appearance for plaintiff in error, when case is called for argument, § 707, p. 2530.
see also TAKING BILLS PRO CONFESSO.

Vol. II begins at § 329, page 1053; Vol. III begins at § 670, page 2299.

DEFECTS—
in suits, § 230, p. 763.
DEFENDANTS—
who may be, § 94, p. 363.
who cannot be, § 94, p. 363.
United States ordinarily, § 94, p. 363.
foreign States, § 94, p. 363.
sovereigns, for acts done in a political capacity, § 94, p. 363.
the individual States under certain circumstances, § 94, p. 363.
receivers without leave, § 94, p. 363.
foreign executors and administrators, § 94, p. 363.
the President of the United States, § 94, p. 363.
United States as, liability to private person, § 95, pp. 363–366.
States as, liability to private person, § 105, pp. 387–398.
suit by other States, § 104, pp. 384–387.
suit by the United States, § 103, p. 384.
infants as, § 106, p. 400.
idots, lunatics, and persons of weak mind, § 107, pp. 400, 401.
married women, § 108, p. 401.
persons interested in relief prayed for who do not join as plaintiffs should be made as, § 110, p. 402.
omission from bills of such as are not within jurisdiction of court, § 117, p. 431.
who can take objection to multifariousness in bills, § 143, p. 509.
not prevented from being witnesses in their own favor, when, § 153, p. 552.
such persons only are, against whom process is prayed, § 154, p. 559.
cases in which parties desiring to intervene as plaintiffs may be made, § 258, p. 822.
when defendant can move for appointment of receiver, § 316, p. 1021.
misjoinder of, see BILLS.
filing of cross-bills by, see CROSS-BILLS.
making one or more represent a class, § 116, p. 429.
to what extent those of a class not joined as, are bound, § 115, p. 427; § 116, p. 430.
cannot be made, under fictitious name, § 134, pp. 473, 474.
alternative relief against, § 138, p. 488.
misjoinder of, 141, pp. 496–506.
whose acts when in pursuance of a common scheme may be joined, § 141, p. 503.
one can seek relief against another in a cross-bill only, § 198, p. 698.
abatement by death of, § 216, p. 737.
see also BILLS; CO-DEFENDANTS; PARTIES; PLAINTIFFS.
DEFENSE—
when it affects value of matter in dispute, § 23, p. 55.
counter averments to avoid anticipated, § 136, p. 477.
which are pleadable by way of answer, § 175, p. 630.
peculiar to patent cases, § 188, pp. 671–681.
DELAWARE—
constitutes one judicial district, § 64, p. 220.
times and places of holding court therein enumerated, § 64, p. 220.
districts of, included within the Third Circuit, § 4, pp. 8, 9.
DELAY—
dissolution of interlocutory injunction for delay in bringing cause to a hearing, § 296, p. 918.
dismissal of bills for want of prosecution, § 362, p. 1168.
motion to dismiss appeal or writ of error for, § 705, p. 2510.

Vol. II begins at § 329, page 1053; Vol. III begins at § 670, page 2299.

DELAY (continued)—
interest awarded where writ of error or appeal was taken merely for, § 712, p. 2560.
DELIVERY OF PROPERTY—
injunctions to prevent, § 282, p. 891.
injunctions to compel, § 283, p. 891.
DEMURRER—
definition and general characteristics, § 365, p. 1175.
admissions by, § 366, pp. 1175–1180.
classification of demurrers to the relief, § 365, p. 1175.
to the discovery, defined and classified, § 348, p. 1122.
causes of, § 365, p. 1175.
giving leave to amend, § 215, p. 733.
objections to the form of a petition for intervention to be taken by, § 259, p. 836.
when a constructive admission, § 331, p. 1060.
to plaintiff's pleading, where after removal to Federal court he proceeds on wrong side of the court, § 554, p. 1896.
DEPOSITIONS—
in District of Columbia, § 342, p. 1108.
common-law procedure respecting, § 453, p. 1424; § 473, p. 1552.
taken before removal of cause to Federal court, whether witness can be compelled to sign same after removal, § 555, p. 1905.
to be embodied with record on appeal, § 704, p. 2495.
see also EVIDENCE; PRACTICE AT COMMON LAW.
DERIVATIVE TITLE—
setting forth in bill, § 144, p. 511.
DEVISEES—
when necessary parties to a bill against the executor, § 113, p. 416.
suit by to quiet title, § 138, p. 486.
DIFFERENCE—
of citizenship as affecting jurisdiction, §§ 40, 46, pp. 97–133.
of citizenship, how determined, § 46, p. 128.
of citizenship, averments of, § 135 ,p. 471.
DIRECTIONS—
receiver applying to court for, § 308, p. 983.
to receivers, § 310, p. 994.
see also INSTRUCTIONS.
DIRECTOR—
suit against, when at law, § 81, pp. 340, 341.
when in equity, § 81, p. 341.
when not a necessary party in suit against colleagues for breach of trust, § 119, p. 434.
effort of plaintiff to secure action by, on part of stockholders, to be set forth, § 145, p. 515.
of corporation, appointing receiver in suits against, for neglect of duty, § 302, p. 942.
of corporation, not usually appointed receiver, § 318, p. 1024.
when stockholders can have suit discontinued as against wishes of majority of directors, § 361, p. 1166.
not necessary party in suit against the corporation by a stockholder, § 119, p. 441.
parties to bill to restrain, from making a fraudulent sale, §119, p. 440.
bill against to enforce two distinct liabilities is multifarious, § 141, p. 499.
DISABILITY OF JUDGE—
what constitutes, §§ 371, 372, pp. 1191–1193.
how raised, §§ 371, 372, pp. 1191–1193.

Vol. II begins at § 329, page 1053; Vol. III begins at § 670, page 2299.

DISABILITY OF JUDGE (continued)—
who to act in case of, § 256, p. 816.
DISBURSEMENTS (see COSTS).
DISCHARGE—
of receiver's sureties, § 319, p. 1026.
of writ *ne exeat*, § 328, p. 1048.
of receiver, § 324, p. 1039.
of bankrupt, § 655, p. 2236.
see also REMOVAL.
DISCHARGE OF ACCUSED—
by writ of *habeas corpus*, § 461, p. 1474.
DISCLAIMERS—
see ANSWERS AND DISCLAIMERS.
of Patent claims, § 277, p. 879; § 410, p. 1285.
DISCONTINUANCE (see DISMISSING BILLS OTHERWISE THAN AT A HEARING).
DISCOVERY—
English practice allowed strangers to be made parties to suit in certain cases for the sake of a, § 111, p. 404.
no person compelled to discover that which may expose him to a penalty or forfeiture, § 153, p. 557.
demurrers to the, § 348, p. 1122; § 367, p. 1180.
when can be compelled, § 348, p. 1124.
practice as to, § 174, p. 625.
see also ANSWERS AND DISCLAIMERS.
bills of, § 132, p. 466; § 347, pp. 1116–1118.
see also CROSS-BILLS; INTERROGATORY CLAUSE.
certainty of allegation of facts sought, § 136, p. 477.
president of a corporation made party for the purpose of, § 145, p. 519.
when a bill of revivor cannot be had for, § 218, p. 744.
DISMISSAL—
of bill upon hearing, § 377, p. 1202.
of suit by consent, costs and fees on, § 114, p. 423.
without prejudice, § 377, p. 1202.
by the plaintiff, § 361, pp. 1164–1168.
for want of prosecution, § 362, pp. 1168–1169.
of jurisdiction, § 363, pp. 1169–1174.
for failure to perfect or revive suit, § 362, p. 1168.
for failure on plaintiff's part to elect whether he will proceed at law or in equity, § 368, pp. 1184–1186.
for want of equity, § 368, p. 1174.
DISSOLUTION—
of interlocutory injunctions, § 296, pp. 917–922.
of corporation, appointment of receiver on, § 302, p. 938.
suit against corporation after, Equity Rule 94 does not apply, § 144, pp. 518, 519
DISTRICT ATTORNEY—
motion on behalf of, § 251, pp. 798, 799.
DISTRICT COURTS—
equitable jurisdiction in, § 84, p. 350.
rules of practice prescribed for, by Supreme Court, § 84, p. 35[illegible]
jurisdiction under Tucker Act, § 96, p. 372.
criminal jurisdiction, § 5, p. 20.
original jurisdiction of, § 5, p. 11.
subjects of jurisdiction of, enumerated, § 5, pp. 11–18.
limitation on jurisdiction, § 61, p. 194.
territorial jurisdiction and terms of holdings, § 64, pp. 213–263.
suits by assignees in, § 63, p. 199.

Vol. II begins at § 329, page 1053; Vol. III begins at § 670, page 2299.

DISTRICT COURTS (continued)—
cannot serve process beyond its district, § 65, p. 213.
jurisdiction of suits by tenants in common or joint tenants when the United States is one of the tenants, § 98, p. 379.
appellate jurisdiction, § 467, p. 1523.
have no power to enact rules regulating the taking of testimony, § 473, p. 1551.
proceedings in, after removal of cause to, § 544, pp. 1831, 1832.
see also REMOVAL OF CAUSES; WRITS OF ERROR AND APPEALS; BANKRUPTCY.
rules of practice promulgated by, § 84, p. 351.
what judges may grant orders in, § 256, p. 816.
clerk's fees in, § 417, p. 1307.
see COSTS.
jurisdiction of, in condemnation proceedings to acquire real estate for United States government, § 5, p. 13; § 482, p. 1613.
review of judgments and decrees of, § 688, p. 2365; § 693, p. 2412; § 694, p. 2420.
see also WRITS OF ERROR AND APPEALS.

DISTRICT OF COLUMBIA—
courts of, § 68, p. 265.
Supreme Court of, § 68, p. 264.
Court of Appeals of, § 69, p. 266.
depositions in, § 342, p. 1108.
power of Supreme Court to issue writ of prohibition, § 456, p. 1443.
mandamus, § 458, pp. 1456–1461.
quo warranto, § 468, p. 1527.
whether courts of have jurisdiction in equity, § 68, p. 265.
appeals from Supreme Court of, § 688, p. 2377; § 698, p. 2451; § 711, p. 2539.

DIVISION OF OPINION—
no costs granted on, § 407, p. 1279.
in appellate court, § 711, p. 2539.

DIVISIONS OF JUDICIAL DISTRICTS—
in what suit must be brought, § 61, pp. 181, 182.
enumerated, § 64, p. 208.

DOCKET—
appellate court, § 704, p. 2504.
failure of plaintiff in error to docket case and file record in time, § 704, p. 2503.
defendant in error may, if he chooses, docket the cause and file the record, § 704, p. 2504.
see also CALENDAR; PREFERENCES.

DOCUMENTS—
loss of, as a subject of relief in equity, § 79, p. 320.
see INSTRUMENTS; INSPECTION; SUBPOENA DUCES TECUM; PROFERT.

DOCUMENTARY EVIDENCE (see EVIDENCE).

DOUBLE ASPECT—
bills with, § 138, pp. 485–490.

DOUBT—
construed against the pleader, § 144, p. 514.

DRAWBACKS OF DUTIES—
jurisdiction of suits by assignees of debentures for, § 5, p. 14.

DUPLICATE WRITS, § 61, p. 182.

DURESS—
as a subject of relief in equity, § 79, p. 322.

Vol. II begins at § 329, page 1053; Vol. III begins at § 670, page 2299.

DUTY—
performance by officer not compelled by bill in equity, § 79, p. 330.
suits for drawback of, § 5, p. 14.
bill by city to establish the right to levy, § 116, p. 430.
of receivers, § 312, p. 1003.
Dwight, Theodore W., Writs of Prohibition, § 456, p. 1442.

E.

EJECTMENT—
action by assignee for, § 63, p. 200.
assisted by injunction, § 79, p. 330.
necessary parties on filing bill to stay proceedings in, § 120, p. 451.
State statute giving right to two trials in action of, how far binding upon Federal tribunals, § 477, p. 1579.
bill for same purpose as, § 79, p. 330.
value of matter in dispute, § 8, p. 32.
suit against land of the United States, § 95, p. 365
against a State officer, § 105, p. 390.
service of publication in actions of, § 166, p. 593.

ELECTION—
under a will, as a subject of relief in equity, § 79, p. 322.
dismissal of a bill for failure of plaintiff to elect whether he will proceed at law or in equity, § 368, p. 1186.

ELKINS ACT—
§ 138, p. 490.

EMINENT DOMAIN—
party whose land has been taken by, may obtain injunction against corporation for using such lands for purposes not allowed by the corporation's charter, § 264, p. 847.
see CONDEMNATION PROCEEDINGS.

ENDORSEMENT—
of writ, how far State practice followed respecting, § 453, p. 1425.
of summons, how far State practice followed respecting, § 453, p. 1425.

ENFORCEMENT OF DECREES AND ORDERS—
in general, § 426, p. 1343.
executions, § 427, pp. 1343–1353.
contempts, § 428, pp. 1353–1364.
notice of application for attachment, § 429, pp. 1365, 1366.
hearing upon, § 429, p. 1364.
writ of attachment, § 432, p. 1376.
execution of, § 433, pp. 1377–1379.
review of commitment for contempt, § 434, pp. 1379–1380.
sequestration, § 439, p. 1384.
assistance, writ of, § 440, p. 1385.
action by court itself, Lord St. Leonard's Act, § 441, p. 1387.
bills to carry decrees into execution, § 442, p. 1389.
enrollment of decrees, § 406, p. 1275.
Employers' Liability Act, § 24, p. 62; § 537, p. 1755; § 593, p. 1989; § 602, p. 2003.

EPIDEMIC DISEASE—
provisions as to holding terms of United States Supreme Court in case of, § 3, p. 8.

EQUAL RIGHTS—
suits under law conferring, § 5, p. 14.

EQUITABLE JURISDICTION—
illustrations of, in the Federal courts, § 79, pp. 317–336.
vested in what courts, § 81, p. 339.
sources of, § 84, pp. 350–353.

Vol. II begins at § 329, page 1053; Vol. III begins at § 670, page 2299.

EQUITABLE JURISDICTION (continued)—
in general, § 78, pp. 315–316; § 81, p. 336.
growth of, § 78, pp. 315–316.
see JURISDICTION.
where no adequate remedy at law, § 81, p. 339.
EQUITABLE RIGHTS—
injunctions to enforce, § 263, pp. 846–847.
must be given by State or United States law, § 81, p. 337.
EQUITY—
origin, § 78, p. 315.
definition of, § 78, p. 315.
differences between equity and common law, § 78, p. 316.
has been in some cases followed by common law, § 78, p. 316.
when once it acquires jurisdiction, gives complete relief, § 78, p. 316.
exercises control over persons, § 78, p. 316.
general survey of jurisdiction of, § 79, p. 317.
distinction between law and, in Federal courts, § 80, p. 336.
new remedies adopted, § 78, p. 315.
when new remedy created by statute, § 81, p. 340.
consolidation at law and in equity, § 472, p. 1544.
EQUITY OF REDEMPTION—
when mortgagor who has sold, is a necessary party to bill of foreclosure, § 112, p. 407.
see also FORECLOSURE; MORTGAGES.
value of matter in dispute in a suit to enforce the, § 11, p. 34.
ERROR—
writ of *habeas corpus* to correct, § 461, p. 1476.
order granting or denying motion for new trial cannot be reviewed upon writ of error, § 695, p. 2421.
time when execution can be issued where writ of error lies to the Supreme Court, § 427, p. 1353.
failure to assign in appellate court, effect of, § 704, p. 2505; § 707, p. 2527.
see also MISTAKE; WRITS OF ERROR AND APPEALS.
ESTOPPEL—
an affirmative defense, § 175, p. 631.
EVARTS ACT—
review by Circuit Court of Appeals since the, § 4, p. 8; § 693, p. 2409.
appeals under, in *habeas corpus* cases, § 467, p. 1517.
EVIDENCE—
when voluminous or tedious, not ground of equitable jurisdiction, § 79, p. 329.
judicial notice of statutes, § 237, p. 781.
not necessary to charge admissions specifically in bill in order to give in evidence, § 137, p. 484.
State statute affecting, § 83, p. 348; § 359, p. 1169.
bill should state facts and not evidence, § 137, p. 484.
if plaintiff has, which would take defendant by surprise, it should be indicated in the bill, § 137, p. 484.
waivers and offers in bills as, § 153, p. 552.
in patent cases, § 188, p. 673.
where proposed amendments consist of matters disclosed by documentary, § 215, p. 732.
what is brought up on a motion to suppress depositions, § 251, p. 801.
in general, § 329, pp. 1053–1056.
admissions, § 330, pp. 1057–1059.
constructive admissions, § 331, pp. 1059–1060.
documentary, in general, § 332, pp. 1060–1063.
Federal statutes regulating admission of, § 333, pp. 1063–1080.

Vol. II begins at § 329, page 1053; Vol. III begins at § 670, page 2299.

EVIDENCE (continued)—
no, will be admitted to prove any fact not alleged in the bill, § 136, p. 476.
affidavit, definition and use of, § 334, p. 1081.
manner of verifying, § 335, p. 1081.
title of, § 336, p. 1082.
form of, § 337, pp. 1083–1085.
execution, § 338, pp. 1085, 1086.
competency of witnesses, § 339, pp. 1086–1099.
subpœnas *ad testificandum*, § 340, pp. 1100–1102.
service of, § 342, pp. 1105–1109.
subpœnas *duces tecum*, § 341, pp. 1102–1105.
compelling witness to testify, § 343, p. 1109.
testimony taken in equity which may be used in other courts, § 344, p. 1112.
bills to perpetuate, requisites, § 345, pp. 1112–1115.
to take *de bene esse*, § 346, p. 1115.
bills of discovery, § 347, pp. 1116–1118.
testimony taken before cause is at issue, § 351, p. 1129.
after cause is at issue, § 352, pp. 1130–1136.
present method of taking testimony within the jurisdiction, § 352, p. 1134.
testimony after cause is at issue, and beyond the jurisdiction of the court, § 353, p. 1136.
depositions *de bene esse* under the acts of Congress, § 354, pp. 1137–1145.
form of under the acts of Congress, § 355, pp. 1145–1150.
dedimus potestatem commissions issued under, § 356, p. 1150; § 357, pp. 1154–1158.
proceedings upon, § 357, pp. 1154–1158.
letters rogatory, § 358, pp. 1158–1161.
before master, § 391, pp. 1228–1230.
common-law procedure respecting, § 453, pp. 1421–1428.
see also SUBPOENA; SUBPOENA DUCES TECUM; ADMIRALTY; COURT OF CLAIMS; COURT OF PRIVATE LAND CLAIMS; WITNESSES; PRACTICE AT COMMON LAW; JUDICIAL NOTICE; BILLS; BANKRUPTCY.

EXAMINATION BEFORE TRIAL—
State statute authorizing, § 83, p. 349; § 359, p. 1169.
to enable party to frame pleading, § 359, p. 1162.
order for examination of party before trial made prior to removal to Federal court, effect of removal upon, § 555, p. 1905.

EXCEPTIONS—
to master's reports, § 393, pp. 1231–1235.
in admiralty, § 578, pp. 1965, 1966.
bills of, common-law procedure respecting, § 453, p. 1424.
principles relative to bills of exceptions, § 479, pp. 1588–1601.

EXECUTIONS—
common-law procedure respecting, also of proceedings supplementary thereto, § 453, p. 1424.
reaching property not subject on, § 79, p. 323.
writs of, § 427, pp. 1347–1353.
see also ENFORCEMENT OF DECREES AND ORDERS.
proceedings supplementary to, § 427, pp. 1343–1353.
in what cases Supreme Court issues, § 712, p.

EXECUTIVE DEPARTMENT—
suits under regulations of an, § 96, p. 366.

EXECUTORS AND ADMINISTRATORS—
bill by legatee against executor, § 79, p. 317.

Vol. II begins at § 329, page 1053; Vol. III begins at § 670, page 2299.

EXECUTORS AND ADMINISTRATORS (continued)—
citizenship of, as affecting jurisdiction, § 46, pp. 128, 132.
not considered as assignees, § 63, p. 205.
capacity of foreign, to sue, § 92, pp. 360, 361.
foreign, when cannot be sued, § 94, p. 363.
when to be made a party to suits affecting estate, § 110, p. 403.
when necessary party to suits, § 113, p. 415.
necessary parties in suits against, § 119, p. 435.
evidence in actions by or against, § 339, p. 1090.
abatement and revivor of suits, § 216, pp. 739, 740.
right of, to appeal or bring writ of error, § 697, p. 2453.
devisees necessary parties to suit of foreclosure, § 120, p. 447.
brought in by bill of revivor, § 224, p. 754.
statutes of limitation, § 181, p. 647.
when Federal court may compel an accounting, § 54, p. 162.
against executor and some of the heirs to set aside a sale by decedent, § 116, p. 429.
allegations in bill by, that letters were taken out "in the proper court," § 144, p. 513.

EXECUTORY ASSIGNMENT—
necessary parties to suit by assignee of, § 112, p. 412.

EXEMPLARY DAMAGES—
value of matter in dispute in suits for, § 7, p. 31.

EXEMPLIFICATION—
of books and documents to be used in evidence, § 333, p. 1070.

EXEMPTION—
from service of subpoena, § 167, p. 601.
in bankruptcy, § 650, p. 2217.

EXHIBITION—
bill to enjoin opening of, on Sunday, § 79, p. 329.

EXHIBITS—
to be embodied with record on appeal, § 704, p. 2495.
models, diagrams, and exhibits of material used in court below, how to be transmitted to Supreme Court of United States, § 704, p. 2502.
attached to bill, § 144, p. 514.
where left, § 479, p. 1594.

EXONERATION—
as a subject of jurisdiction in equity, § 79, p. 322.

EX PARTE—
motions made, rules respecting, § 248, p. 796; § 250, p. 797.
appointment of receiver not usually made, § 315, p. 1019.
application for writ of *ne exeat republica* may be made, § 328, p. 1048.

EXPERT WITNESSES—
power to determine whether or not, rests in trial judge, § 473, p. 1552.

EXTRADITION—
habeas corpus to examine the legality of prisoner's detention under extradition proceedings, § 462, p. 1482.
habeas corpus, in § 462, p. 1482.

EXTRATERRITORIAL—
jurisdiction of equity, § 78, p. 315.

F.

FACTS—
conclusions of law not to be stated in bills, § 137, pp. 479, 480.
trials of issues of fact in common-law actions, § 474, p. 1558.
findings of, § 474, p. 1559.
when trial judge may comment upon, § 474, p. 1560.

Vol. II begins at § 329, page 1053; Vol. III begins at § 670, page 2299.

FACTS (continued)—
reversals for errors of fact, § 687, p. 2359.
see also STATE OF FACTS.
FAILURE TO APPEAR (see TAKING BILLS PRO CONFESSO).
FALSE IMPRISONMENT—
value of matter in dispute, § 7, p. 31.
FEDERAL CORPORATIONS—
where parties are, § 27, p. 79.
jurisdiction.
FEDERAL COURTS—
enumerated, § 2, p. 2.
equitable jurisdiction of, § 81, p. 336.
no jurisdiction of political questions between States, § 104, pp. 384, 385.
see JURISDICTION.
practice when suits are pending for the same cause in State and Federal courts, § 52, p. 152.
concurrent jurisdiction, § 52, p. 152.
special practice in injunctions, § 291, p. 904.
property in custody of, § 52, p. 153.
suits arising out of litigation in, § 198, p. 698.
how far can interfere by injunction with matters in State courts, § 269, pp. 854–856.
see also UNITED STATES COURTS.
FEDERAL GOVERNMENT (see UNITED STATES).
FEDERAL OFFICES—
introduction in evidence of official documents in suits affecting, § 333, p. 1073.
see also CONGRESS; REVENUE OFFICERS, and other officers under respective titles.
FEDERAL QUESTION—
necessary to give jurisdiction, § 24, pp. 57, 58.
must be involved before writ of error from Supreme Court will be issued to State court, § 692, p. 2406.
existence of, distinctly to appear in record on writ of error from Supreme Court to State court, § 692, p. 2406.
FEES—
of counsel assigned to petitioner suing *in forma pauperis*, § 413, p. 1292.
receiver, when obliged to act without, § 318, p. 1023.
receivers, § 322, pp. 1033–1036.
master, § 392, pp. 1230, 1231.
attorneys, § 416, pp. 1294–1301.
appraisers of goods taken in execution of writ of *fieri facias*, § 427, p. 1349.
undertaking to clerk, for fees, by plaintiff in error on docketing cause and filing record in United States Supreme court, § 704, p. 2504.
no security required to clerk of Supreme Court of United States for fees on writ of error in criminal prosecutions, § 702, p. 2481.
of attorney, when cannot be proved in bankruptcy, § 647, pp. 2206, 2207.
see also COSTS.
suits to recover, for official services, § 96, p. 366; § 671, p. 2301.
FEIGNED ISSUE—
when court may direct, § 377, p. 1202.
old practice of, § 381, p. 1205.
see also ISSUES AT LAW.

Vol. II begins at § 329, page 1053; Vol. III begins at § 670, page 2299.

FICTITIOUS NAME—
defendant under, § 135, pp. 473, 474.
FIERI FACIAS—
appraisement of goods taken in execution under writ of, § 427, p. 1349.
FIFTH CIRCUIT—
districts included in, § 4, p. 9.
FILE—
taking bill off, for want of signature, § 155, p. 562.
motions to take answers off, § 193, p. 685.
striking disclaimer off, when insufficient, § 196, p. 688.
removal of cause after motion to take bill off, § 543, pp. 1819, 1820.
FILING—
what constitutes a proper, § 417, p. 1310.
FINAL INJUNCTIONS (see INJUNCTIONS).
FINAL JUDGMENTS AND DECREES—
defined, for purposes of writ of error from Supreme Court to State court, § 695, pp. 2421–2436.
see also DECREES.
FINAL PROCESS (see ENFORCEMENT OF DECREES AND ORDERS).
FINDINGS—
in common-law actions, § 474, p. 1559.
how far review on appeal may extend where jury trial is waived and the findings are special, § 474, p. 1559.
FLORIDA—
divided into two districts, § 66, p. 220.
counties and times and places of holding court therein enumerated, § 66, p. 220.
districts of, included within Fifth Circuit, § 4, p. 9.
introducing in evidence transcripts from certain books of the District Courts in, § 333, p. 1065.
certificate of Secretary of State of, § 333, p. 1065.
FOOT—
length of chancellor's, as being the measure of jurisdiction in equity, § 78, p. 315.
FOOT OF DECREE—
leave given to apply for further orders or directions at, § 377, p. 1202.
FORCE (see DURESS).
FORECLOSURE—
effect of State statutes upon practice in, § 83, p. 348.
statutes of limitations, § 181, p. 647.
mortgage on property in State court's custody, § 52, p. 154.
value of matter in dispute in suits of, § 10, p. 33.
parties to, by an executor, § 113, p. 416.
multifariousness, § 141, pp. 496–506.
by bondholder, § 79, p. 320.
jurisdiction in, suit by assignee, § 63, p. 200.
who necessary parties to, § 112, p. 407.
whether subsequent lienors are necessary parties to suit for, § 119, p. 436.
whether prior incumbrancers are necessary parties to suit for, § 120, p. 447.
of railroad mortgages, rules regulating appointment of receiver in, § 305, p. 956.
decrees in foreclosures, § 404, p. 1273.
sales, § 394, p. 1236.
security required on applying for *supersedeas* in, § 510, p. 2087.
see also MORTGAGE; EQUITY OF REDEMPTION; RAILROADS.

Vol. II begins at § 329, page 1053; Vol. III begins at § 670, page 2299.

FOREIGN ADMINISTRATOR—
who are included under the term, § 92, p. 360.
may sue for death of intestate, § 92, p. 361.
when trustee by devise, § 92, p. 361.
capacity of, to sue, § 92, p. 361.
when cannot be sued, § 94, p. 363; § 224, p. 754.
FOREIGN BILL OF EXCHANGE—
what is, § 63, p. 201.
definition, § 63, p. 201.
see BILLS OF EXCHANGE.
FOREIGN CORPORATIONS—
jurisdiction over, § 61, p. 187.
effect of State statutes regulating suits by, § 83, p. 349.
jurisdiction of Federal courts over, § 164, p. 581.
service of subpœna on, § 164, p. 580.
see also CORPORATIONS.
FOREIGN COURT—
power to restrain defendant from suing in, § 268, p. 853.
FOREIGN DOCUMENTS—
translation of, to accompany record on appeal, § 704, p. 2502.
FOREIGN EXECUTOR—
capacity to sue, § 92, pp. 360, 361.
when cannot be sued, § 94, p. 363.
when suit cannot be revived against, § 224, p. 754.
see also EXECUTOR.
FOREIGN GOVERNMENT—
introducing in evidence documents belonging to or in the custody of officers of, § 333, p. 1079.
FOREIGN RECEIVERS—
when cannot be sued, § 93, pp. 361, 362.
capacity of, to sue, § 93, p. 363.
FOREIGN STATES—
when cannot be sued, § 94, p. 363.
FOREIGN WITNESSES—
examination of, as a subject of jurisdiction in equity, § 79, p. 322.
FORFEITURE—
as a subject of relief in equity, § 79, p. 333.
of corporate franchises not decreed by equity at suit of private citizen, § 79, p. 318.
suits for, in District Courts, § 5, p. 21.
no person compelled to discover what will expose him to a, § 153, p. 557.
defendant may object to discovery if his answer would subject him to to a, § 348, p. 1122; § 581, p. 1968.
FORGED INSTRUMENT—
form of decree setting aside, § 404, p. 1272.
FORMAL PARTIES (see PARTIES, CITIZENSHIP OF).
FORMA PAUPERIS—
petitions for leave to sue in, § 413, pp. 1290–1294.
FORMER ADJUDICATION—
cases once adjudicated by the Supreme Court on the merits may be advanced on calendar, § 707, p. 2526.
FORMER PROCEEDINGS—
recitals of, in decrees, § 404, p. 1269.
FORMS—
answer, Appendix, p. 2654.

Vol. II begins at § 329, page 1053; Vol. III begins at § 670, page 2299.

FORMS (continued)—
appeal and allowance, Appendix, p. 2736.
assignment of errors, Appendix, p. 2748.
bill in equity in patent case, Appendix, pp. 2577, 2581.
bill of revivor, Appendix, p. 2672.
bill of exceptions (in ejectment), Appendix, p. 2727.
petition or bill under anti-monopoly law, Appendix, p. 2592.
bond on removal, Appendix, p. 2717; § 390, p. 1583.
certificate by clerk to transcript, Appendix, p. 2749.
citation on appeal, Appendix, p. 2737.
citation on writ of error, Appendix, p. 2749.
disclaimer, § 196, p. 688.
final record in equity, Appendix, p. 2720.
letters rogatory, Appendix, p. 2695.
master's warrant or summons, Appendix, p. 2702.
modern bill in equity in patent case, Appendix, p. 2581.
motion to dismiss and to affirm, Appendix, p. 2780.
notice of deposition under Revised Statutes, Appendix, p. 2693.
order for *dedimus potestatem*, Appendix, p. 2693.
order appointing referee to try action as common law, Appendix, p. 2705.
oath to an answer, § 192, p. 685.
order adjudging party guilty of contempt, Appendix, p. 2707.
order fining defendant for contempt, Appendix, p. 2707.
petition for writ of *certiorari* to the Circuit Court of Appeals, Appendix, p. 2750.
replication, § 205, p. 713.
stipulation for reference of action at common law, Appendix, p. 2706.
subpoena ad respondendum, § 160, p. 572.
supersedeas bond, Appendix, p. 2747.
writ of *ne exeat*, § 328, p. 1049.
writ of *habeas corpus*, Appendix, p. 2735.
writ of mandamus, Appendix, p. 2776.
writ of error from Supreme Court to District Court, Appendix, p. 2737.
bill in equity in copyright case, Appendix, p. 2587.
bill in equity for appointment of receiver, Appendix, p. 2608.
friendly bill for appointment of receiver, Appendix, p. 2619.
answer to friendly bill for receiver, Appendix, p. 2669.
bill in equity for appointment of ancillary receiver, Appendix, p. 2627.
bill of foreclosure of railroad mortgage, Appendix, p. 2640.
notice of filing and petition against United States under Tucker Act of March 3, 1887, Appendix, p. 2652.
answer in equity in copyright case, Appendix, p. 2656.
amendments to bill in equity, Appendix, p. 2670.
supplemental bill, Appendix, p. 2675.
writ of injunction against strikers, Appendix, p. 2677.
order appointing receivers of railway company, Appendix, p. 2682.
order extending receivership, Appendix, p. 2686.
order for examination of third party by receivers, Appendix, p. 2687.
petition for appointment of receiver at foot of decree, Appendix, p. 2632.
petition by lessor corporation for extension of receivership for its protection, Appendix, p. 2688.
masters warrant or summons in patent case, Appendix, p. 2703.
notice accompanying draft of master's report, Appendix, p. 2704.
account of infringements, of patent, Appendix, p. 2705.
petition for removal for difference of citizenship, Appendix, p. 2708.
petition for removal for separable controversy, Appendix, p. 2710.

Vol. II begins at § 329, page 1053; Vol. III begins at § 670, page 2299.

FORMS (continued)—
petition for removal because of prejudice and local influence, Appendix, p. 2714.
decree for injunction and accounting in patent case, Appendix, p. 2721.
order in habeas corpus, p. 1518.
writ of certiorari, Appendix, pp. 2732, 2736.
petition for writ of habeas corpus, Appendix, p. 2732.
petition for writ of error to State court, Appendix, p. 2740.
prayer for reversal, Appendix, p. 2745.
notice to join in writ of error, Appendix, p. 2745.
certificate of question of jurisdiction, Appendix, p. 2746.
motion to dismiss appeal, Appendix, p. 2778.
notice of submission of motions to dismiss and to affirm, Appendix, p. 2781.
notice of motion to dismiss bill, Appendix, p. 2677.
order to show cause against appointment of receiver at foot of decree, Appendix, p. 2679.
order appointing receiver at foot of decree Appendix, p. 2680.
order appointing ancillary receiver, Appendix, p. 2684.
petition for subpoena *duces tecum* in aid of deposition *de bene esse*, Appendix, p. 2696.
notice of application for removal, Appendix, p. 2709.
decree, Appendix, p. 2722.
answer to petition for writ of certiorari, Appendix, p. 2759.
motion for leave to file petition for mandamus, Appendix, p. 2763.
petition for mandamus to set aside receivership, Appendix, p. 2764.
return of order to show cause against issue of mandamus, Appendix, p. 2772.
writ of error from Supreme Court to Circuit Court of Appeals, Appendix, p. 2738.
writ of error from Circuit Court of Appeals to District Court, Appendix, p. 2739.
writ of error to State Court, Appendix, p. 2739.
forms in bankruptcy, pp. 3047–3102.
FORMS IN ADMIRALTY—
answer in admiralty, Appendix, p. 2840.
bond to marshal, Appendix, p. 2837.
claim of owner, Appendix, p. 2835.
claim of agent, Appendix, p. 2835.
exceptions to libel, Appendix, p. 2839.
final decree in admiralty, Appendix, p. 2844.
final decree in admiralty, Appendix, p. 2844.
final decree in admiralty, Appendix, p. 2845.
final decree in admiralty for summary judgment on bond to marshal Appendix, p. 2846.
final decree and order for sale in admiralty, Appendix, p. 2847.
final decree on mandate in admiralty, Appendix, p. 2850.
final decree in proceedings for limitation of liability in admiralty, Appendix, p. 2857.
interrogatories annexed to libel, Appendix, p. 2829.
interlocutory decree and default in admiralty, Appendix, p. 2843.
interlocutory decree in admiralty, Appendix, p. 2843.
libel *in rem*, Appendix, p. 2826.
libel *in personam*, with clause of foreign attachment, Appendix, p. 2829.
libel or petition for limitation of liability, Appendix, p. 2850.
mandate in admiralty, Appendix, p. 2849.
monition, Appendix, p. 2856.
notice to appraisers, Appendix, p. 2838.

Vol. II begins at § 329, page 1053; Vol. III begins at § 670, page 2299

FORMS IN ADMIRALTY (continued)—
notice of appraisement, Appendix, p. 2839.
notice of appeal in admiralty, Appendix, p. 2847.
order appointing appraisers, Appendix, p. 2838.
oath of appraisers, Appendix, p. 2839.
order for mandate in admiralty, Appendix, p. 2849.
order for transfer to trustee, Appendix, p. 2853.
order for monition, Appendix, p. 2855.
petition to bring in vessel under Supreme Court Rule 59, Appendix, p. 2842.
petition on appeal, Appendix, p. 2848.
report of appraisers, Appendix, p. 2839.
stipulation for claimant's costs, Appendix, p. 2836.
stipulation for value, Appendix, p. 2836.
stipulation for libelant's costs, Appendix, p. 2834.
transfer to trustee, Appendix, p. 2854.
FORMS IN CRIMINAL PROCEDURE—
complaint for warrant, Appendix, p. 2781.
warrant of arrest, Appendix, p. 2781.
mittimus pending examination, Appendix, p. 2782.
final mittimus, Appendix, p. 2782.
recognizance of accused pending examination, Appendix, p. 2783.
final recognizance of accused, Appendix, p. 2784.
recognizance of witnesses, Appendix, p. 2785.
certificate of proceedings, Appendix, p. 2785.
complaint for extradition warrant, Appendix, p. 2786.
extradition warrant, Appendix, p. 2786.
certificate of extradition proceedings, Appendix, p. 2787.
proceedings upon application of poor convict for discharge, Appendix, p. 2788.
mandate to jailor for the production of poor convict, Appendix, p. 2789.
oath of poor convict, Appendix, p. 2789.
certificate of discharge of poor convict, Appendix, p. 2790.
bench warrant or *capias*, Appendix, p. 2790.
return to bench warrant or *capias*, Appendix, p. 2790.
capias pro fine, Appendix, p. 1791.
return to *capias pro fine*, Appendix; p. 2791.
attachment for contempt, Appendix, p. 2791.
return to attachment, Appendix, p. 2792.
warrant for removal of prisoner to another district, Appendix, p. 2792.
return to warrant for removal of prisoner, Appendix, p. 2792.
receipt of marshal for prisoner, Appendix, p. 2793.
venire facias, Appendix, p. 2793.
commitment to penitentiary, Appendix, p. 2793.
criminal information, Appendix, p. 2794.
indictment, general form, Appendix, p. 2795.
indictment for offense on the high seas, Appendix, p. 2795.
indictment for offense committed at a place within exclusive jurisdiction of the United States, Appendix, p. 2796.
consolidated indictment for violation of national banking laws, Appendix, p. 2797.
petition for removal of criminal case from State court under section 643, United States Revised Statutes, Appendix, p. 2823.
certiorari for removal of case from State Court, Appendix, p. 2824.
appearance bond on writ of error in criminal cases, Appendix, p. 2824.
FORUM ROMANUM—
quoted from, on services of subpoenas, § 163, p. 576.
FOURTEENTH AMENDMENT—
applied to supply omission of allegation of citizenship, § 135, p. 471.

Vol. II begins at § 329, page 1053; Vol. III begins at § 670, page 2299.

FRANCHISES—
of corporation, not forfeited by bill in equity filed by private citizen, § 79, p. 318.

FRAUD—
as subject of relief in equity, § 79, p. 321; § 81, p. 338.
ground for bill to cancel contract, § 79, p. 321.
in cases of, persons sometimes allowed to be made parties for the purpose of being mulcted in costs, 111, p. 406.
bills impeaching decrees for, § 132, p. 466.
specific acts of, must be alleged; general charge of, in bill, insufficient, § 137, p. 480.
when to be specifically charged in bill, § 137, p. 482.
alternative relief in actions for, § 138, p. 489.
allegations as to, in bill, § 144, p. 514.
bill filed by United States to vacate patent for public lands on accounts of, § 153, p. 556.
statute of frauds can be raised by demurrer, § 366, p. 1176.
absence of one party to a joint, will not prevent the court from taking jurisdiction, § 119, p. 441.
when payment of costs by defendant must form a special prayer, § 154, p. 560.
set up in cross-bill, § 198, p. 697.
defendant in certain cases obliged to answer a charge of, which might subject him to a criminal prosecution, § 348, p. 1123.
when bill specially charges, the plea to such part must be accompanied by answer, § 175, p. 631.
making out case of, to secure appointment of receiver, § 303, p. 948.
removal of receiver because original appointment was obtained by, § 323, pp. 1036, 1037.
bills to impeach decrees on account of, § 451, pp. 1416–1419.
Federal courts follow State statute of frauds in actions at common law, § 477, p. 1573.

FRIVOLOUSNESS—
motions to dismiss appeals or writs of error for, § 705, p. 2508.

FUNDS—
petition for payment out of the hands of an officer of the court, § 253, p. 807.
costs out of, § 421, p. 1330.
bill to determine right of claimant to, in hands of a Federal marshal, § 132, p. 466.

G.

GARNISHMENT—
interference by, with receiver, § 314, p. 1015.

GENERAL APPEARANCE—
defined, § 168, p. 606.

GENERAL AVERAGE—
account, § 79, p. 322.
see ADMIRALTY.

GENERAL RELIEF—
prayer for, § 154, p. 558.

GEORGIA—
divided into districts, § 66, p. 220.
counties and times and places of holding court therein enumerated, § 66, pp. 220–222.
districts of, included within Fifth Circuit, § 4, p. 9.

GOVERNOR OF STATE—
service of process on, § 3, p. 7.

Vol. II begins at § 329, page 1053; Vol. III begins at § 670, page 2299.

GOVERNOR OF STATE (continued)—
jurisdiction of Federal courts over writ of *quo warrato* affecting, § 468, p. 1526.

GRANTS—
of different States, suits where parties claim under, § 50, p. 142.
jurisdiction of Federal courts in cases of conflicting, by different States, § 50, p. 142.
allegations in bill to impeach grant or patent when action is not brought by Attorney-General, § 131, p. 464; § 144, p. 514.
practice on removal of suits containing controversies between citizens of the same State claiming land under grants of different States, § 550, p. 1868.

GRATIS—
appearance defined, § 168, p. 606.
when can be made, § 169, p. 611.

GUARDIAN AD LITEM—
when citizenship of, does not affect jurisdiction, § 44, p. 121.
of infant, when and how to be appointed, § 106, pp. 398, 399.
of lunatic, § 91, p. 359.
removal of, § 106, p. 399.
petition for the appointment of, for infant, § 106, p. 399; § 253, p. 807.
bill not to be taken *pro confesso* before appointment of, § 171, p. 617.
liability of, § 106, p. 399.
may recoup expenses from infant's property, § 106, p. 400.
of lunatic, &c., appointment of, § 107, p. 400.
is a party in New York, not so in Federal courts, § 107, p. 400.

GUARDIAN IN SOCAGE—
accounting by, § 79, p. 332.

H.

HABEAS CORPUS—
followed by action for damages, whether affording adequate remedy for illegal arrest, § 275, p. 869.
to review proceedings for extradition, § 462, pp. 1482–1484.
for immigrants, § 463, pp. 1484–1501.
discharge of soldiers from army by writ of, § 464, pp. 1501, 1502.
suspension of, § 465, pp. 1502–1506.
writ of, § 3, p. 8; § 461, pp. 1473–1481.
practice on application for, § 466, pp. 1507–1517.
appeals in, § 688, pp. 2376–2378; § 467, pp. 1517–1524.
proceeding under cannot be removed from a State to a Federal court, § 538, p. 1770.
cum causa, when issued by clerk on removal of cause in certain cases, § 551, p. 1872.
stay, upon appeal in *habeas corpus* proceeding, § 467, p. 1517.
included within the term "suit" for the purpose of a writ of error from Supreme Court to State court, § 692, p. 2400.
see IMMIGRANTS.

HAWAII—
jurisdiction of District Court of, § 71, p. 269.
terms and places of holding of District Court, § 66, p. 222.
included in Ninth District, § 4, p. 9.
appeal from courts of, § 693, p. 2413.
bankruptcy proceedings in, § 608, p. 2220.

HEARING—
dissolution of interlocutory injunction for delay in bringing cause to a, § 296, p. 920.

Vol. II begins at § 329, page 1053; Vol. III begins at § 670, page 2299.

HEARING (continued)—
bringing suit to a, § 369, p. 1187.
manner of hearing a cause, § 374, pp. 1195, 1196.
rules of decision upon a hearing, § 375, pp. 1196–1199.
objections which cannot be made at the hearing, § 376, pp. 1199, 1200.
action of the court upon a hearing, § 377, pp. 1200–1202.
writs of error in criminal prosecutions advanced to speedy hearing, § 707, p. 2526.
preferences among appeals on calendar of Supreme Court, § 707, p. 2525.
see also DISMISSAL OF BILLS BEFORE A HEARING.

HEIR—
suit to establish will, § 123, p. 452; § 332, p. 1061.
suit against, for performance of ancestor's covenants, necessary parties to, § 110, p. 403.
party to suit for specific performance, § 112, p. 409.
not represented by the executor in suit concerning real estate, § 113, pp. 415, 416.
suit by, for contracts for land, § 119, p. 438.
suit to quiet title, § 138, p. 486.
when necessary parties, § 120, p. 447.
Hepburn Act, § 593, p. 1998.

HUSBAND—
when to be united with wife as plaintiff, § 89, p. 355.
when to be made co-defendant with wife, § 108, p. 401.
when may be omitted as a party in certain suits by wife, § 118, p. 433.

I.

IDAHO—
constitutes one judicial district, § 66, p. 222.
terms and places of holding court, § 66, pp. 222, 223.
belongs to Ninth Circuit, § 4, p. 9.
time within which cause to be docketed in United States Supreme Court in case of appeals and writs of error from, § 704, p. 2503.

IDIOTS—
incapable of filing bills in their own right, § 85, p. 354.
capacity to file bills in equity, § 85, p. 354; § 91, pp. 359, 360.
practice in suits on behalf of, § 91, p. 359.
suits against, § 107, pp. 400, 401.
suing alone, cause of demurrer, § 367, p. 1180.
liberal amendments in favor of, § 206, p. 715.
appointing receiver of property of, § 302, p. 937.
time of, to bring appeal or writ of error, § 698, p. 2456.

ILLINOIS—
divided into three districts, § 66, p. 223.
counties and times and places of holding court therein enumerated, § 66, pp. 223, 224.
districts of, included within Seventh Circuit, § 4, p. 9.

IMMATERIALITY—
when can be raised by demurrer, § 348, p. 1122.

IMMIGRANTS—
right to writ of *habeas corpus* to obtain permission to land, § 463, p. 1484.
immigration, § 463, pp. 1484–1497.
immigration rules, § 463, pp. 1494–1497.

IMPERTINENCE—
exception to bill for, the proper remedy if it contains irrelevant matter, § 367, p. 1183.

Vol. II begins at § 329, page 1053; Vol. III begins at § 670, page 2299.

IMPERTINANCE (continued)—
in answers, § 237, p. 780.
bill improperly amended within the rule as to, § 210, p. 719; § 213, p. 729.
in bills in the nature of supplemental bills, § 235, p. 778.
petition for intervention to be free from, § 254, p. 808.
in bills, § 237, pp. 780–783.
in answer to bill of revivor, § 224, p. 755.
IMPLIED TRUSTS—
as subject of equity jurisprudence, § 79, p. 320.
IMPORTATION—
of persons under contract to perform labor, § 5, p. 12.
IMPORTERS—
suit by one on behalf of himself and others similarly situated for seizure of imports, § 114, p. 426.
IMPORTS—
jurisdiction of suits to collect, § 5, p. 13.
for illegal seizure of, § 114, p. 426.
INADEQUACY—
of remedy at law, defined, § 79, p. 334.
see also REMEDY AT LAW.
of consideration, § 79, p. 333.
INCONSISTENCY—
in bills, § 138, pp. 485–490.
objection for, cannot be raised first on appeal, § 138, p. 489.
INCONSISTENT TITLES—
persons claiming property under, should not be joined as defendants, § 112, p. 407.
INDEMNITY—
required on applying for *supersedeas*, § 703, p. 2482.
see also SECURITY.
INDIANA—
constitutes one judicial district, § 66, p. 224.
times and places of holding court therein enumerated, § 66, pp. 224, 225.
districts of, included within Seventh Circuit, § 4, p. 9.
INDIANS—
suits by, for land, § 5, p. 11.
INDIVIDUAL LIABILITY—
of stockholders in corporations, § 82, p. 344.
INDORSEES—
jurisdiction of Federal courts in actions by, § 63, p. 204.
INDORSER—
in suit by one, others not necessary parties, § 119, p. 440.
INDORSEMENT—
of writ of injunction, § 295, p. 917.
see ENDORSEMENT.
INDORSEMENT OF NOTES—
injunctions to restrain, § 267, p. 852.
INFAMOUS CRIME—
defined, § 461, p. 1478.
INFANTS—
suit by next friend or guardian, § 90, p. 356.
capacity to file bills in equity in their own right, § 85, p. 354; § 90, pp. 356–359.
as defendants, § 106, pp. 398–400.

Vol. II begins at § 329, page 1053; Vol. III begins at § 670, page 2299.

INFANTS (continued)—
as representatives of the inheritance, § 113, p. 419.
when infant has separate domicile from parent, § 46, p. 129.
suits by next friend, § 90, p. 356.
when made co-plaintiff, § 90, p. 358.
effect of becoming of age after a bill is filled, § 90, p. 358.
when chargeable with costs, § 90, p. 358.
citizenship of, as affecting jurisdiction, § 90, p. 358.
payment of expenses out of a fund in the hands of a receiver, § 106, p. 400.
decree by consent in suit against, § 106, p. 399.
may defend *in forma pauperis*, § 106, p. 400.
appearance entered before appointment of guardian *ad litem*, § 106, p. 400.
must be personally served with process, § 106, p. 400.
relief granted to, without regard to allegations in bill, § 154, p. 561.
answer of, § 190, p. 683.
no exception for insufficiency may be filed to answer of, § 194, p. 686.
whether bill can be taken *pro confesso* against, § 171, p. 617.
suing alone, cause of demurrer, § 367, p. 1180.
liberal amendments in favor of, § 206, p. 715.
petition for appointment of guardian for, and to maintain infant out of his property, § 253, p. 807.
suing or defending *in forma pauperis*, § 413, p. 1292.
when receiver of property of, will be appointed, § 302, p. 937.
next friend of, should not be appointed receiver of the property of, § 318, p. 1022.
in what case admissions in an answer made on behalf of infant can be used against him, § 330, p. 1058.
impeaching a decree improperly obtained against, § 451, p. 1418.
time of, to take appeal or bring writ of error, § 698, p. 2456.

INFORMATION—
upon whose behalf a motion under an. can be made, § 251, p. 802.
to enjoin public nuisance, § 131, p. 463; § 274, p. 866.
see also BILLS.
filing under English practice, § 131, p. 460.
filing in United States and State courts, § 131, pp. 461–464.

INFORMATION AND BELIEF—
in affidavit stating facts upon, in bill, § 136, pp. 476, 477.

INFRINGEMENT—
of patents, bills to enjoin, § 146, pp. 525–536.
see PATENTS.

INHABITANT—
definition of, § 61, pp. 192, 193.

INJUNCTION—against United States officers, § 36, p. 93.
State statute requiring a bond upon, § 83, p. 349.
State statute forbidding against collection of illegal taxes, § 83, p. 349.
State statute regulating security for, § 83, p. 349.
against a tort, one or more wrong-doers may be ommitted in the bill, § 119, p. 441.
appeals from orders granting or continuing injunction, § 255, p. 816; § 291, p. 905; § 300, p. 929; § 695, p. 2434.
practice in granting, how far influenced by State statute, § 82, p. 344
authorized by State statute, § 82, p. 344.
against sale of municipal property under execution, § 79, p. 317.
pending ejectment, § 79, p. 328.
against collection of State tax, § 79, p. 326.
against seizures of personal property, § 79, p. 326.

Vol. II begins at § 329, page 1053; Vol. III begins at § 670, page 2299.

INJUNCTION (continued)—
against libels rarely granted, § 79, p. 329.
against city from enforcing unconstitutional ordinance, § 79, p. 327.
against act by corporation *ultra vires*, not granted at suit of stranger, § 79, p. 318; § 264, p. 848.
in forma pauperis, § 413, pp. 1290–1294.
slanders rarely if ever enjoined, § 284, p. 896.
against criminal proceedings, § 276, p. 861.
against removal of State or municipal officer, § 79, p. 329.
when granted, § 79, p. 320; § 270, p. 859.
when not granted against judgment at law, § 79, p. 320; § 270, p. 861.
against action at law, § 79, p. 329.
value of matter in dispute in suit for, § 13, p. 36.
person against whom sought, not a formal party, § 118, p. 434.
to restrain infringement of patents, allegations in bills, § 146, pp. 525–536.
prayer for relief in cases of, § 154, p. 558.
when amendment of bill does not dissolve, § 210, p. 720.
when granted of course, § 250, p. 798.
when motion for receiver can be made upon motion for an, § 251, p. 801.
definition, classification and objects of, § 262, p. 846.
judicial writs, writs remedial, mandatory, prohibitory, provisional, perpetual, common and special, § 262, p. 846.
injunctions to enforce trusts and other purely equitable rights, § 263, p. 846.
preventing disclosure of secret proceedings, restraining publication of letters, manuscripts, etc., § 263, p. 846.
to restrain corporations from violating their charters, § 264, pp. 847–850.
to enforce the specific performance of covenants and other contracts affecting land, § 265, p. 850.
to restrain a multiplicity of suits, § 266, pp. 851, 852.
to prevent irreparable injury for which the remedy at law is inadequate; in general, § 267, pp. 852, 853.
to stay proceedings in order courts, § 268, pp. 853, 854.
to stay proceedings in Federal courts, § 269, pp. 854–856.
to stay proceedings in State courts, § 270, p. 856.
injunctions against criminal proceedings, § 271, p. 861.
distinguished from writs of prohibition, § 268, p. 853.
to restrain the alienation of property, § 272, pp. 863, 864.
to prevent waste, § 273, p. 864.
continuance of a nuisance, § 274, pp. 865–867.
trespass, § 275, pp. 868–870.
infringement of patents, § 146, pp. 525, 536; § 277, pp. 873–882.
infringement of copyrights, § 150, pp. 543–548; § 278, pp. 882–886.
unlawful use of trade-marks, § 148, p. 542; § 279, pp. 886–888.
opening of letters, § 280, p. 889.
to compel the performance or prevent the breach of contracts not affecting land, § 281, pp. 889–891.
to compel the delivery of personal property tortiously withheld, § 282, p. 591.
authorized by statute, § 283, pp. 891–893.
when injunctions will not issue, § 284, pp. 893–898.

Vol. II begins at § 329, page 1053; Vol. III begins at § 670, page 2299.

INJUNCTION (continued)—
distinction between the judicial writ and the writ remedial, § 285, pp. 898, 899.
mandatory and prohibitory injunctions, § 286, pp. 899–901.
provisional and perpetual injunctions, § 287, pp. 901, 902.
common and special injunctions, § 288, p. 902.
time and place of application for interlocutory injunctions, § 289, pp. 902, 903.
injunctions not prayed for in the bill, § 290, pp. 903, 904.
special practice and regulations of the Federal courts in the issue of injunctions, § 291, pp. 904–906.
notice of application for interlocutory injunction, § 292, pp. 906–908.
affidavits upon application for an injunction, § 293, pp. 908–910.
rules of decision upon applications for interlocutory injunctions, § 294, pp. 910–913.
the writ of injunction requisites, § 295, pp. 913–917.
imposing terms upon the issue, denial, dissolution or continuance of an injunction, § 297, pp. 922–925.
perpetual injunctions, when granted, what must be shown, § 299, pp. 928, 929.
obtained in a cause prior to removal to Federal court, effect of removal on same, § 555, p. 1893.
what to be regarded as value of matter in dispute in suit for, § 13, pp. 36–40; § 696, p. 2442.
see BANKRUPTCY.

INJUNCTION BOND, § 297, pp. 922–925.
modifying during appeal, § 703, p. 2488.

INJURY—
injunctions to prevent irreparable, § 267, pp. 852, 853.

IN PERSONAM—
decrees in, see DECREES.

IN REM—
property as conferring jurisdiction in equity, § 78, p. 316.
suits by United States, § 95, p. 365.
decrees in, see DECREES.

INSANITY—
when to be specially charged in bill, § 137, p. 484.

INSOLVENCY—
of corporation, appointing a receiver in cases of, § 302, p. 943.
suits by assignee in, § 63, p. 205.

INSOLVENT DEBTOR—
when necessary party to suit brought by or against assignee, § 113, p. 416.

INSPECTION—
how obtained, § 332, p. 1061.
see EXAMINATION BEFORE TRIAL.

INSTRUCTIONS—
receiver's duty to apply for, § 312, p. 1004.
see also ADVICE; CHARGE.

INSTRUMENTS—
cancellation of, as a ground of equitable jurisdiction, § 79, p. 333.
bill to reform, § 79, p. 333.
see also DOCUMENTS.

INSUFFICIENCY—
exceptions to answer for, § 194, pp. 686, 687.

Vol. II begins at § 329, page 1053; Vol. III begins at § 670, page 2299.

INSUFFICIENCY OF FORM—
demurrers for, § 365, p. 1183.

INSURANCE—
specific performance of contract for, § 79, p. 321; § 63, p. 200.

INSURANCE LAW—
principles of, which are applicable in Federal courts, § 477, p. 1569.

INSURANCE POLICY—
not cancelled by bill in equity after loss, § 79, p. 321.
not collected by bill in equity, § 79, p. 331.
suit to reform, by assignee, § 63, p. 200.
a bill for discovery of and performance of contract to issue is multifarious, § 142, p. 507.
bill for cancellation and also for perpetuation of testimony concerning the issue is multifarious, § 142, p. 507.

INTEREST—
which is not considered as adding to the value of matter in dispute, § 19, p. 52.
interest republicae ut sit finis litium, maxim of, applied, § 110, p. 403.
persons with no, whether to be made parties, § 112, p. 407.
in question of law involved, does not entitle person to be made party to suit, § 112, p. 414.
general rules as to making persons parties who have no, § 112, p. 414.
failure to have interest in subject-matter of bill a ground of demurrer, § 367, p. 1181.
on judgments, § 427, p. 1350.
as included in value of matter in dispute, § 19, p. 52.
plaintiffs united in, what to be regarded as value of matter in controversy, § 17, p. 45.
on judgment against the United States, § 95, p. 365.

INTEREST (continued)—
plaintiff with conflicting, cannot unite in a bill, § 140, p. 493.
of complainants, need not be co-extensive, § 140, p. 494.
defendant cannot be joined unless he has an interest in opposing the relief, § 141, p. 497.

INTERESTED PARTY—
not excluded from testifying, § 339, p. 1086, 1088.

INTERFERENCE—
with duties of receiver, § 311, p. 998.

INTERLINEATIONS—
in answer, § 192, p. 685.

INTERLOCUTORY APPLICATIONS—
definition and classification, § 247, p. 796.
how interlocutory applications are made to the court, § 247, p. 796.
motions, definition and classification of, § 248, p. 796.
of course, § 249, p. 796.
special, without notice, § 250, pp. 797, 798.
orders grantable of course, § 249, p. 797.
notices of, requisites, who may make, § 251, pp. 798–803.
argument of, § 252, pp. 803–805.
petitions, in general, distinctions between, and motions, § 253, pp. 806–808.
for leave to sue *in forma pauperis*, § 413, pp. 1290–1294.
of intervention, when may be interposed, requisites, § 258, pp. 821–832.
form of, and practice thereupon, § 254, pp. 808–810.

Vol. II begins at § 329, page 1053; Vol. III begins at § 670, page 2299.

INTERLOCUTORY APPLICATIONS (continued)—
order, requisites and characteristics of, § 255, pp. 810–816.
appeals from interlocutory, § 255, p. 815, 816; § 693, p. 2421.
judges who may grant, § 256, pp. 816, 817.
in case of disability of other judges, § 256, p. 816.
practice upon interventions, § 259, pp. 833–842.

INTERLOCUTORY DECREE (see DECREES).

INTERLOCUTORY DISMISSAL OF BILLS (see DISMISSAL OF BILLS BEFORE A HEARING).

INTERLOCUTORY INJUNCTION—
notice of application for, § 292, pp. 906–908.
rules of decision upon applications for, § 294, pp. 910–913.
dissolution of, § 296, pp. 917–922.
see also INJUNCTIONS.

INTERLOCUTORY ORDERS (see INTERLOCUTORY APPLICATIONS).

INTERMEDIATE—
dismissal of bills, see DISMISSAL OF BILLS BEFORE A HEARING.

INTERMEDIATE APPLICATIONS (see INTERLOCUTORY APPLICATIONS).

INTERNAL REVENUE—
cases, § 5, p. 13.
suits to enforce lien for, § 5, p. 13.

INTERPLEADER—
who may file bills of, contents of bills and practice, § 157, pp. 563–567.
bills in the nature of, § 158, p. 567, 568.
how far State practice as to granting order of, is followed, § 453, p. 1426.
nature of bill of, § 132, p. 466.
bill of, must have an affidavit, § 156, p. 563.

INTERROGATORIES—
in admiralty, § 581, p. 1968.
answers to, § 174, p. 625.
failure to answer, bill taken *pro confesso*, § 171, p. 616.
see EVIDENCE.

INTERROGATORY CLAUSE—
in bills, rules pertaining to, § 133, p. 468; § 152, p. 552.

INTERSTATE COMMERCE ACT—
bills to enjoin railroad company from filing with Interstate Commerce Commission, unreasonable increase in charges, § 151, p. 550.
compliance with, in certain cases compellable by injunction, § 283, p. 893.
service of subpœna under, § 163, p. 578.
suits against railroad under, § 118, p. 440.
suits under, where brought, § 61, p. 187.
evidence before Interstate Commerce Commission, § 339, p. 1097.

INTERVENOR—
rights of United States, § 3, p. 4.
may remove a cause, § 542, p. 1807.
in admiralty, § 588, p. 1977.
petition of, § 253, p. 807; § 258, pp. 821–832.
see also INTERLOCUTORY APPLICATIONS.

INTERVENTION—
substituted service of process upon a petition of an, § 165, p. 589.
petition of, constitutes an appearance, § 169, p. 607.
petition of, § 258, pp. 821–832.
by whom filed, § 258, p. 821.
practice upon, § 259, p. 833.

Vol. II begins at § 329, page 1053; Vol. III begins at § 670, page 2299.

INTERVENTION (continued)—
when petition filed, § 259, p. 833.
laches, § 259, p. 834.
contents of petition, § 259, pp. 834, 835.
parties to petition, § 259, pp. 835–838.
notice of, § 259, p. 838.
stay pending hearing, § 259, p. 837.
demurrers to petition, § 259, p. 834.
plea to petition, § 259, p. 840–841.
appeals by intervenor, § 259, p. 841.
petitions of, may be taken as cross-bills, § 259, pp. 841, 842.
rights of intervening complainants, § 260, p. 842.
rights of intervening defendants, § 261, p. 843.
as a remedy against a receiver, § 313, p. 1003.

INTOXICATION—
ground of relief from contract, § 79, p. 33.

INTRODUCTION—
in bills, rules relative to, and form of, § 135, p. 470.

INTRUSION—
information for an, in the case of purpestures, § 274, p. 866.

IOWA—
divided into two judicial districts, § 66, p. 225.
times and places of holding court enumerated, § 66, pp. 225, 226.
districts of, included within Eighth Circuit, § 4, p. 9.
introducing in evidence transcripts from certain books of the District Courts in, § 333, p. 1074.

ISSUES—
bringing matter to distinct, § 136, p. 475.
testimony taken before cause is at issue, § 351, p. 1129.
after cause is at issue, § 352, pp. 1130–1136.
testimony taken after a cause is at issue and beyond the jurisdiction of the court, § 353, p. 1136.
when court may direct a feigned issue, § 377, p. 1202.

ISSUES AT LAW—
distinguished from issues in equity, § 136, p. 475.
power of courts to direct, § 378, p. 1203, 1204.
matters concerning which an issue is directed, § 379, pp. 1204, 1205.
in patent cases, § 378, p. 1203.
time when an issue is directed, § 380, p. 1205.
manner of trying, § 381, pp. 1205–1207.
effect of the finding of a jury upon an issue, § 382, pp. 1207–1209.
proceedings after the trial of, § 383, pp. 1209, 1210.

J.

JOINDER—
of parties upon a motion, § 251, p. 802.
objection for, of improper parties, § 130, p. 458.
of plaintiffs, § 140, pp. 492–496.
of defendants, § 141, pp. 496–506.
of distinct grounds of relief, § 142, pp. 506–508.
of causes of action at common law, how far State practice respecting followed, § 453, p. 1425.
of parties at common law, how far State practice followed, § 453, p. 1425.

JOINDER OF PARTIES IN EQUITY (see BILLS; PARTIES).

JOINT DEFENDANTS—
removability of cause in cases of, § 541, p. 1795.
value of matter in dispute when, § 18, p. 47.

Vol. II begins at § 329, page 1053; Vol. III begins at § 670, page 2299.

JOINT PARTIES—
what to be regarded as value of matter in dispute where one party sues on behalf of others, § 17, pp. 46, 47; § 696, p. 2443.
where they assert distinct and separate rights, § 17, p. 47; § 696, p. 2443.
when must join in writ of error or appeal, § 697, p. 2448.

JOINT-STOCK COMPANIES—
citizenship of, § 48, p. 140.

JOINT TENANT—
jurisdiction of suits by, when the United States is one tenant, § 98, p. 379.

JOURNAL—
introducing in evidence extracts from the journals of the Senate or House of Representatives, § 333, p. 1073.

JUDGES—
circuits of, § 256, p. 816.
designation of other, when disabled, § 256, p. 816.
whether relative of, can be appointed receiver, § 318, p. 1023.
relative weight of decisions by, § 375, p. 1197.

JUDGMENT—
at law, when proceedings under, not enjoined, § 79, p. 322.
satisfied in equity when property cannot be reached by execution, § 79, pp. 323, 324.
statutes of limitations, § 181, p. 646.
suit to make judgment of State court that of a Federal court, § 51, p. 149.
suit by State to collect, recovered in State court, § 86, p. 354.
suit to enjoin execution of, parties to, § 1191, p. 438.
foreign judgment held valid in Federal courts, §186, pp. 654, 655, 658.
of State court respected by Federal courts, § 186, p. 656.
effect of a former judgment, § 186, pp. 655, 660.
in limits of United States, jurisdiction of suits upon, § 39, p. 96.
of Federal court, jurisdiction of the, to restrain, regulate, set aside, construe, or enforce, § 51, p. 143; § 79, p. 323.
how proved, § 333, p. 1077.
common-law procedure respecting, also correction of, § 453, p. 1424.
opening judgment entered by default, how far State practice respecting followed, § 453, p. 1427.
suspension of, pending writ of error, § 453, p. 1427.
how far State practice relative to, is applicable in Federal courts, § 480, pp. 1602, 1603.
correction of judgments by courts that rendered them, § 481, p. 1604.
of *non prosequitur*, § 551, p. 1871.
cause improperly removed to Federal court may be remanded even after judgment, § 556, p. 1917.
when can be executed despite *supersedeas*, § 697, p. 2449.
jurisdiction in suit upon, § 39, p. 96; § 61, p. 185.
see also WRITS OF ERROR AND APPEALS; FINAL JUDGMENTS.

JUDGMENT CREDITORS—
of corporations, appointment of receivers in suits of, § 302, p. 941.

JUDICIAL CIRCUITS (see CIRCUITS).

JUDICIAL DISTRICTS (see DISTRICT COURTS).

JUDICIAL NOTICE, § 237, p. 781; § 329, p. 1054.

JUDICIAL POWER—
of the United States, § 1, p. 1.

JUDICIAL PROCEEDINGS—
how proved, § 333, p. 1077.

Vol. II begins at § 329, page 1053; Vol. III begins at § 670, page 2299.

JUDICIAL WRITS—
as distinguished from other forms of injunctions, § 262, p. 846.
see also INJUNCTIONS.

JURAT—
of affidavit, see EVIDENCE.

JURISDICTION—
of Supreme Court, original, § 3, p. 3.
appellate, §§ 688–692, pp. 2361–2409.
of Circuit Courts of Appeals § 4, pp. 8–11; § 693, p. 2409.
of District Courts, § 5, pp. 11–22.
of District Court of Alaska, § 67, p. 263.
of Supreme Court of District of Columbia, § 68, p. 264.
of Court of Appeals of District of Columbia, § 69, p. 266.
of District Court of Porto Rico, § 70, p. 268.
of District Court of Hawaii, § 71, p. 269.
of Supreme Court and other courts of the Phillippines, § 72, p. 270.
of United States Court for China, § 73, p. 280.
of Consular Courts, § 74, p. 280.
of Commerce Court, § 75, p. 298.
of Board of General Appraisers, § 76, p. 303.
of Court of Customs Appeals, § 77, p. 310.
territorial jurisdiction and terms of Supreme Court, Circuit Courts of Appeals, § 66, pp. 213–263.
territorial jurisdiction and terms of District Courts of the United States, § 64, pp. 208–211.
of Circuit Court of Appeals, § 4, pp. 8–11.
of District Courts, § 5, pp. 11–22.
of Court of Claims, § 671, pp. 2300–2313.
definition of equitable, § 78, p. 315.
rise and history of equitable, § 78, p. 315.
foundations of, § 78, p. 315.
broadened to suit the state of society, § 78, p. 315.
denial of justice at common law, the foundation of, originally, § 78, p. 316.
distinction between jurisdiction at common law, and, § 78, p. 316.
complete relief to complainant within, § 78, p. 316.
equitable, of person, § 78, p. 316.
common law, of property, § 78, p. 316.
property, or absence of, as affecting, § 78, p. 316.
equitable, protects rights not recognized by common law, § 79, p. 317.
equitable, prevention and redress of wrongs for which common law has no remedy, § 79, p. 317.
granting new trials, § 79, p. 323.
original jurisdiction of Supreme Court of the United States, § 1, p. 1.
suits under laws and treaties of the United States, § 1, p. 1.
cases of admiralty, § 1, p. 1.
suits between States and citizens of States, § 1, p. 1.
suits where the United States shall be a party, § 1, p. 1.
suits between citizens of different States, § 1, p. 1.
except by statute, no *parens patriæ* power, § 81, p. 337.
equitable, dependent on fact that there is no adequate remedy at law, § 81, p. 337, 338.
inadequate remedy, § 79, p. 334; § 81, pp. 338, 339.
subjects of, § 79, pp. 317–336.
trusts, § 79, p. 317.
accident, § 79, p. 320.
penalty, § 79, p. 320.
forfeiture, § 79, p. 320.
loss of documents, § 79, p. 320.

Vol. II begins at § 329, page 1053; Vol. III begins at § 670, page 2299.

JURISDICTION (continued)—
mistake, § 79, p. 320.
of law, § 79, pp. 320, 321.
fraud, § 79, p. 321.
duress, § 79, p. 322.
election under a will, § 79, p. 322.
adjustment of liabilities, § 79, p. 322.
subrogation, § 79, p. 322.
set-off, § 79, p. 322.
contribution, § 79, p. 322.
exoneration, § 79, p. 322.
marshaling of securities, § 79, p. 322.
compelling discovery, § 79, p. 322.
perpetuation of testimony, § 79, p. 322.
examination of witnesses abroad, § 79, p. 322.
grant a new trial, § 79, p. 323.
equitable assets, § 79, p. 323 324.
preventing threatened breaches of right, § 79, pp. 324–330.
specific performance, § 79, p. 330.
preventing multiplicity of suits, § 79, pp. 331–333.
cancellation of instruments, § 79, p. 333.
when equitable relief not barred, § 79, pp. 334–336.
constitutional provisions affecting, § 1, p. 1.
ambassadors, § 1, p. 1.
ministers, § 1, p. 1.
consuls, § 1, p. 1.
distinction between law and equity in Federal courts, § 80, p. 336.
rules affecting, generally stated, § 81, pp. 336–342.
substantially the same as English High Court of Chancery, § 81, p. 337.
State statutes cannot impair, § 83, pp. 348–350.
by giving a State court exclusive jurisdiction, § 83, p. 348.
by enlarging common-law jurisdiction of State courts, § 83, p. 348.
by abolishing or diminishing an equitable remedy, § 83, p. 348.
authorizing appointment of a receiver in certain cases, § 82, p. 344.
State statutes authorizing bill for partition of land, title to which is in the United States, § 82, p. 343.
providing for enforcement of mechanic's lien, § 82, pp. 343, 345.
authorizing a court of equity to confirm a title, § 82, p. 345.
concerning assignees of insolvents, § 82 p. 345.
vendor's lien, § 82, p. 345.
creating new rights enforceable in Federal courts, § 82, p. 342.
as to mortgagor's right to redeem, § 82, p. 342; § 83, p. 348.
as to setting aside probate of will, § 82, pp. 342, 343.
as to quieting title to land, § 82, p. 344.
imposing on stockholder's liability to creditors, § 82, p. 344.
assessments upon streets, § 82, p. 344.
authorizing filing of creditor's bills, § 82, p. 344.
authorizing dissolution of corporation, § 82, p. 344.
authorizing creditor to return or cancel securities for usurious loan, § 82, p. 345.

Vol. II begins at § 329, page 1053; Vol. III begins at § 670, page 2299.

JURISDICTION (continued)—
authorizing State court to enforce order of State Railroad Commissioners, § 82, p. 345.
authorizing injunction to be granted, § 82, p. 344.
authorizing guardian to mortgage ward's estate, § 82, p. 345.
State statutes of limitations affecting, § 181, p. 645.
usually followed by analogy, § 181, p. 646.
not when manifest wrong would follow, § 181, p. 647.
not always controlling, § 181, p. 646.
cannot bar the United States, § 181, p. 647.
effect of, as to patents and copyrights, § 183, p. 649.
when Federal Statutes of limitations followed, § 181, p. 646.
property in custody of a State court, § 52, p. 151.
when property deemed to be in custody of court, § 52, p. 155.
when Federal court will decline to interfere, § 52, p. 153.
concurrent jurisdiction of property, § 52, p. 152.
property in custody of a Federal court, § 60, p. 179.
illustrations of equitable jurisdiction in Federal court, § 78, pp. 315, 316.
cases where Federal courts declined to assume equitable jurisdiction, § 78, pp. 315, 316.
Federal courts which have jurisdiction in equity enumerated, § 2, p. 2.
original equitable jurisdiction of United States Supreme Court, § 3, pp. 3–8.
when Federal question is raised by the defendant, § 24, p. 61.
when there is no Federal question relief cannot be had in another ground, § 24, pp. 66, 67.
formal parties as affecting, § 42, p. 110.
cannot be conferred by striking out a necessary party plaintiff, § 40, p. 99.
by striking out parties who are not indispensable, § 40, p. 99.
not lost by transfer of plaintiff's interest to citizen of same state, § 40, p. 100.
not effected by change of citizenship after jurisdiction has attached, § 46, pp. 131, 132.
matter in dispute, value, § 6, pp. 22–28.
suits arising under Constitution or laws of the United States, § 24, pp. 56–67.
controversy between citizens of different States, § 40, pp. 97–100.
as to controversies between States, § 104, pp. 384–387.
pp. 387–398.
as to controversies between States, § 104, pp. 384–387.
no jurisdiction of political questions, § 104, p. 384, 385.
when reviewed by *certiorari*, § 159, p. 568.
citizenship, § 46, pp. 126–142.
under grants of different States, § 50, p. 142.
ancillary, § 51, pp. 142–151; § 5, p. 20.
limitation, § 51, p. 148, 149.
Property covered by insolvent assignments, § 53, pp. 159, 160.
possession by assignee in voluntary assignment in possession of a State court, § 53, p. 159.
property in custody of State Courts of Probate, § 54, pp. 160–164.
when Federal court cannot direct distribution of all assets held by representative, § 54, p. 160.

Vol. II begins at § 329, page 1053; Vol. III begins at § 670, page 2299.

JURISDICTION (continued)—
Federal court cannot entertain bill to set aside probate of will, § 54, pp. 160–161.
Federal court may entertain bill for accounting against testamentary trustees, § 54, p. 162.
property in custody of receivers, § 55, pp. 164–169.
after receiver appointed, no court can interfere with property, § 55, p. 167.
State receiver cannot be sued without permission of his court, § 55, p. 167.
Federal receiver can be sued without permission of his court, § 55, p. 167.
property held by statutory receiver, not in court's custody, § 55, p. 168.
when authority of a State receiver superseded, § 55, p. 169.
controversies between State sheriffs and United States marshals, § 56, pp. 169–173.
when court retains exclusive custody of property, § 56, p. 169.
when State sheriff may seize property, § 56, p. 170.
Federal court may entertain suit against State Sheriff, § 56, p. 171.
remedy when dispute between State sheriff and United States marshal, § 56, p. 172.
effect of jurisdiction of another court over same cause of action, § 57, pp. 173–175.
practice is to stay proceedings, § 57, p. 173.
effect of custody of accused in criminal proceedings, by another court, § 58, pp. 175–177.
Federal courts refuse to discharge by habeas corpus before trial, § 58, p. 175.
State court cannot release prisoner held under process of United States courts, § 58, p. 175.
effect of custody of property by State court when Federal courts exercise jurisdiction, § 59, pp. 177–179.
where Federal courts exercise superior jurisdiction, § 59, p. 177.
in bankruptcy, § 59, p. 177.
in admiralty, § 59, p. 178.
relation to original, § 51, p. 142.
outside of district where suit is brought, § 61, pp. 185–187.
of suits against the United States, § 95, pp. 363–366.
limitations upon, by residence, § 61, pp. 181–196.
in suits by assignees, § 63, pp. 199–207.
indorsees, § 63, p. 204.
sources of Federal equity practice, § 84, pp. 350–353.
statutes, § 84, p. 350.
rules of United States Supreme Court, § 84, pp. 350–353.
of Court of Claims, § 671, pp. 2300–2313.
omission from bills of defendant not within the, § 117, pp. 430–433.
decree as against parties not within the, § 117, p. 430.
when court will take, of bills, § 132, p. 465.
verification to avoid suspicion of collusive, in suit affecting rights assertable by corporation, § 145, p. 520.
conditions necessary to give Federal court jurisdiction over a foreign corporation, § 164, pp. 580–583.
of parties beyond the territorial jurisdiction, § 165, p. 587.
objections to, waived by appearance, § 170, p. 611.
demurrers to, § 365, p. 1175.
testimony taken after a cause is at issue, and beyond the jurisdiction of the court, § 353, p. 1136.
dismissal of bill for want of, § 363, pp. 1169–1174.

Vol. II begins at § 329, page 1053; Vol. III begins at § 670, page 2299.

JURISDICTION (continued)—
master taking testimony beyond, § 391, p. 1229.
want of, in State court, whether available in Federal court after removal, § 554, pp. 1885, 1886.
for want of jurisdiction, cause improperly removed to Federal court may be remanded, § 556, p. 1911.
when appeal or writ of error may be taken to Supreme Court of the United States on question involving the jurisdictoin, § 688, p. 2370.
costs in Supreme Court of United States, upon reversal of judgment or decree for want of jurisdiction, § 407, pp. 1279, 1280.
no costs on dismissal for want of jurisdiction, § 407, p. 1278.
taking testimony within and without, see also EVIDENCE; WRITS OF ERROR AND APPEALS.

JURISDICTION CLAUSE—
form of, § 133, p. 467.
no longer considered necessary, § 133, pp. 467, 468.
in bills, see BILLS.

JURISDICTIONAL FACTS—
evidence to contradict averments of, when admissible, § 363, p. 1170.

JURY—
qualifications and mode of selection, § 473, p. 1551.
when jury trials had, § 473, pp. 1557, 1558.
cases under Tucker Act tried without, § 96, p. 372.
see also COMMON LAW; ISSUES AT LAW.
see PRACTICE IN CRIMINAL CASES.

K.

KANSAS—
constitute one judicial district, § 66, p. 227.
times and places of holding court therein enumerated, § 66, pp. 227, 228.
districts of, included within Eighth Circuit, § 4, p. 9.
introducing in evidence transcripts from certain books of the District Courts in, § 333, p. 1074.

KENTUCKY—
constitutes two districts, § 66, p. 228.
times and places of holding court therein enumerated, § 66, pp. 228, 229.
district of, included within Sixth Circuit, § 4, p. 9.

KIN (see NEXT OF KIN).

KING'S BENCH—
practice in the court of, affords outline for practice at common law, § 3, p. 6; § 453, p. 1421.

KONTA, GEOFFREY, § 276, pp. 871, 872.

L.

LACHES—
as constituting a ground of demurrer, § 367, p. 1182.
which may be taken advantage of at hearing, § 183, p. 649.
may estop municipal corporation and counties, § 181, p. 648.
of State may estop one claiming by subrogation, § 181, p. 648.
excuses for, pleaded in bill, § 144, p. 514.
injunction refused because of, § 294, p. 913.
see also DELAY; LIMITATION.

LAND—
proceeding to prevent unlawful occupancy of, § 81, p. 341.
condemnation proceedings by United States, § 5, pp. 13, 21.
suits to prevent unlawful inclosure of public, § 5, p. 17.

Vol. II begins at § 329, page 1053; Vol. III begins at § 670, page 2299.

LAND (continued)—
value of matter in dispute in suit to quiet title to, § 12, pp. 34–36.
suit to recover land in another district, § 61, p. 183.
by grants from different States, controversies concerning, § 50, p. 142.
suit to recover land in another district, § 61, p. 183.
suit to recover purchase-price paid upon void entries of, § 96, p. 366.
owners of partial interests in contracts for, as parties to suits, § 119, p. 438.
suit by heir for specific performance of contract for entitling his ancestor to purchase, parties to, § 119, p. 438.
parties to suit against joint tenant for specific performance of contract for purchase of, § 119, p. 438.
parties to a bill to set aside a deed of sale, § 119, pp. 438, 439.
parties to bill to restrain the illegal issue of warrants, § 119, p. 442.
misjoinder in bill to set aside a fraudulent conveyance, § 140, p. 494.
joinder of owners having common interest, § 140, p. 494.
bill to obtain a transfer, joinder of defendants, § 141, p. 501.
bill to quiet title to, § 79, p. 331.
alternative relief in action to quiet title to, § 138, p. 486.
injunctions to enforce specific performance of covenants and contracts affecting, § 262, p. 846.
injunction to restrain the sale of, § 265, p. 850.
injunctions to prevent alienations of, § 272, p. 863
injunctions to compel the performance, or prevent the breach of contracts not affecting land, § 281, pp. 889–891.
practice on removal of suits containing controversies between citizens of the same State claiming land under grants of different States, § 5, p. 12; § 550, p. 1868.

LAND OFFICE—
introducing in evidence copies of papers in, § 333, p. 1071.

LAND PATENT—
bill to quiet possession under, § 79, p. 334.
bill to set aside, when maintainable by a private citizen, § 79, p. 333.
multifariousness in suits for, § 142, p. 508.
see also PATENTS.

LAW—
relief against mistakes of, § 79, p. 320.
distinctions between equity and, in Federal courts, § 80, p. 336.
interest in question of, involved does not entitle person to be made a party, § 112, p. 414.
bill to obtain stay of proceedings at, § 132, p. 466.
conclusions of, not to be stated in bills, § 137, pp. 479, 480.
distinction between court of, and of equity, in that the latter affords complete relief, § 78, p. 316.
mistake of, cannot ordinarily be cured by amendment, § 214, p. 731.
passed by State and territorial legislatures, introducing in evidence, § 333, p. 1065.
dismissal of bill for plaintiff's failure to elect whether he will proceed at law or in equity, § 368, p. 1186.
distinction between costs at law and in equity, §§ 408, 409, pp. 1280–1284.
bill to set aside proceedings at, § 79, p. 320.
consolidation at law and in equity, § 472, p. 1544.
rules of decision applicable in actions at common law, § 477, pp. 1567–1580.
see also ISSUES AT LAW; PRACTICE AT COMMON LAW; REMEDY AT LAW; STATUTES.

LAWS OF NATIONS—
suits under, for torts, § 5, p. 16.

Vol. II begins at § 329, page 1053; Vol. III begins at § 670, page 2299.

LAWS OF THE UNITED STATES—
suits arising under, § 5, pp. 12–15.
suits arising under Constitution and, § 24, pp. 56–67; § 95, p. 365.
see also WRITS OF ERROR AND APPEALS.

LECTURES—
injunction to restrain publication of, § 263, p. 847.

LEGAL CAPACITY TO SUE—
demurrer for want of, § 365, p. 1175.

LEGATEES—
bill by, against executor, § 79, p. 324.
necessary parties to suits by, on behalf of themselves and others similarly situated, § 113, p. 415.
not necessary to join in suits against administrators and executors, § 113, p. 415.
parties to bill claiming a legacy, § 120, p. 450.
necessary parties in suits by, § 119, p. 435; § 120, p. 450.

LEGISLATURE—
suits to remove members of, § 5, p. 15.
suits to recover, offices, § 5, p. 15.
execution against officer of legislature, § 427, p. 1352.
removal of suit against officer of legislature, § 551, p. 1869.

LESSEES—
as parties to foreclosure suit, § 112, p. 407, 408.

LETTERS—
injunction to restrain publication of, § 263, p. 847.
opening of, § 267, p. 852; § 280, p. 889.

LETTERS OF ADMINISTRATION—
averments as to, in bill, § 144, p. 513.

LETTERS ROGATORY—
taking testimony under, § 353, p. 1136.
defined, practice, § 358, pp. 1158–1161.

LIABILITIES—
adjustment of, as a subject of jurisdiction in equity, § 79, p. 322.
of receiver, § 313, pp. 1007–1011.
in different characters, parties to be joined, § 112, p. 414.

LIBEL IN ADMIRALTY, § 561, p. 1944–1947.

LIBELS—
rarely enjoined, § 79, p. 329.
whether injunction will be granted against publication of, § 284, p. 896.

LIBELLUS—
the term from which the word "bill" is derived, § 132, p. 465.

LIBERTY—
principle that no question affecting a person's, to be decided without his presence, applicable to equity, § 110, p. 402.

LICENSE—
to use patented invention reached by creditor's bill, § 79, p. 324.
State officer enjoined from revocation of, of foreign corporation, § 105, p. 394.
of patents, parties to suit by, § 112, pp. 410, 412, 413.

LIEN—
how far judgments recovered in Federal courts are a, § 480, p. 1603.
in bankruptcy procedings, § 649, p. 2209–2216.
State statute concerning mechanic's, § 82, p. 345.
State statute concerning vendor's, § 82, p. 345.
when enforceable in Federal courts, § 51, p. 145.

Vol. II begins at § 329, page 1053; Vol. III begins at § 670, page 2299.

LIEN (continued)—
parties to suit against a receiver of a corporation to enforce a, § 113, p. 416.
parties to suit to enforce, § 120, p. 449.
see ATTORNEYS; BANKRUPTCY.

LIENORS—
appointing receiver at suit of, § 302, p. 941.
when necessary parties to foreclosure, § 112, p. 407; § 119, p. 436.

LIFE—
principle that no question affecting a person's, to be decided without his presence, applicable to equity, § 110, p. 402.

LIMITATION—
plea of, § 183, p. 649.
Federal statutes of, § 180, p. 639.
State statutes of, as affecting jurisdiction of Federal courts, § 181, p. 645.
upon jurisdiction of Federal courts by residence, § 61, pp. 181–196.
as constituting ground of demurrer, § 366, p. 1176.
statute of, may be set up to bill of revivor by plea, § 224, p. 755.
Federal courts follow statutes of, in actions at common law, § 477, p. 1575.
of time to appeal or bring error, § 698, p. 2457.
exemption of State from statute of, cannot aid creditor of State, § 181, p. 648.
statute may not be allowed to be set up in answer by amendment, § 214, p. 731.
in the Court of Claims, § 672, p. 2313.
limitation of liability in admiralty, § 596, p. 1994.
upon jurisdiction by residence, § 61, p. 181.
see LACHES.

LIS PENDENS—
plea of, § 177, p. 637.
State statutes providing for filing of, how far binding upon Federal tribunals, § 477, p. 1578.

LITTLE AND BROWN—
edition of the laws and treaties of the United States by, competent evidence, § 333, p. 1080.

LOCAL INFLUENCE—
removal for local influence or prejudice, § 549, p. 1857.
what is prejudice or local influence, § 549, p. 1858.
time of removal for prejudice or local influence, § 549, p. 1864.
filing of petition for removal for prejudice or local influence, § 549, p. 1865.
petition and affidavit as to prejudice or local influence, § 549, p. 1866.
notice of application for removal because of prejudice or local influence, § 549, p. 1867.
hearing upon application for removal because of prejudice or local influence, § 549, p. 1867.
order upon removal for prejudice or local influence, § 549, p. 1868.

LOCAL NATURE—
jurisdiction in suits of, § 61, p. 182.

LORD OF MANOR—
suits against, by one or more persons on behalf of others, § 116, p. 429.

LOST DOCUMENTS—
as a subject of relief in equity, § 79, p. 320.
introducing copies in evidence, § 333, p. 1075.

Vol. II begins at § 329, page 1053; Vol. III begins at § 670, page 2299.

LOUISIANA—
divided into two judicial districts, § 66, p. 229.
counties and times and places of holding court therein enumerated, § 66, pp. 229–231.
districts of, included within Fifth Circuit, § 4, p. 9.

LUNATICS—
capacity to file bill in equity, § 91, pp. 359, 360.
when plaintiffs become, after bill filed, § 91, p. 359.
suit by a volunteer on behalf of, § 91, p. 359.
information filed on behalf of, § 131, p. 464.
suits against, § 107, pp. 400, 401.
suing alone, ground of demurrer, § 367, p. 1180.
liberal amendments in favor of, § 206, p. 715.
appointing receiver of property of, § 302, pp. 939, 940.

M.

MAINE—
constitutes one judicial district, § 66, p. 231.
times and places of holding court therein enumerated, § 66, p. 231; § 4, p. 8.

MANAGING DIRECTORS (see CORPORATION: DIRECTOR; STOCKHOLDER).

MANDAMUS—
to compel levy of tax, or issue of bonds, § 79, p. 330.
issued by Supreme Court, § 3, p. 8.
to public officers preventing sale of patents to land owned by the petitioner, § 105, p. 393.
to prevent illegal issue of bonds, § 105, pp. 393, 394.
when to be applied for by attorney-general instead of injunction, against corporations violating their charters, § 264, p. 848.
injunction no defense to, § 271, p. 863; § 459, p. 1467.
no injunction against, § 457, p. 1456.
principals regulating issuance of, § 457, pp. 1445–1456.
practice on application for, § 459, pp. 1461–1469.
included in the term "suit," for the purpose of a writ of error from the Supreme Court to State court, § 692, p. 2400.
jurisdiction of Supreme Court of Columbia in regard to, § 458, pp. 1456–1461.

MANDATES (see ENFORCEMENT OF DECREES AND ORDERS).

MANDATORY INJUNCTIONS—
distinguished from other forms, § 286, pp. 899–901.
see also INJUNCTIONS.

MANUFACTURE—
injunction to prevent disclosure of the secrets of a, § 263, pp. 846, 847.

MANUSCRIPTS—
injunction to restrain publication of, § 263, p. 847.

MARRIAGE CONTRACT—
bill to cancel, § 79, p. 333.
value of matter in dispute in suit to cancel, § 12, p. 35.
abatement by, § 216, p. 736.

MARRIED WOMEN—
formerly incapable of filing bills in equity in their own right, § 85, p. 354; § 89, pp. 355, 356.
suits against, § 108, p. 401.
suing alone, formerly cause of demurrer, § 367, p. 1180.
bill by, concerning separate estate, § 89, pp. 355, 356.
suit in District Courts of districts of New York, § 89, p. 356.
in districts of California, § 89, p. 556.

Vol. II begins at § 329, page 1053; Vol. III begins at § 670, page 2299

MARRIED WOMEN (continued)—
when husband should be joined as party, § 108, p. 401.
when not necessary, § 108, p. 401.
bill by, alone, may be amended by addition of next friend, § 108, p. 401.
when husband is a formal party in a suit by, § 118, p. 433.
parties to suit to set aside marriage settlement, § 120, p. 447.
amendments to bill by, § 211, p. 724.

MARSHAL—
controversies between marshals and state sheriffs, § 56, pp. 169–173.
suit on marshal's bond, § 33, p. 90.
suit against, for levy, § 34, p. 92.
power to deputize in blank, § 455, p. 1441.
bill to obtain a determination of rights of a claimant to fund in hands of, § 132, p. 466.
death, removal or expiration of term of, after taking property in execution, § 427, p. 1350.
bond to, in admiralty, § 572, p. 1959.
fees of, see ADMIRALTY: COSTS.

MARSHALING SECURITIES—
as a subject of jurisdiction in equity, § 79, p. 322.

MARYLAND—
constitutes one judicial district, § 66, p. 231.
times and places of holding court therein enumerated, § 66, p. 231.
districts of, included within the Fourth Circuit, § 4, p. 9.

MASSACHUSETTS—
constitutes one judicial district, § 66, p. 231.
times and places of holding court enumerated, § 66, p. 231.
the districts of, included within the First Circuit, § 4, p. 8.

MASTER—
reference to, to hear testimony and state facts where the latter are voluminous, on application for an injunction, § 278, p. 884.
appointment of receiver usually no longer referred to, § 317, p. 1021.
passing accounts of receiver, § 317, p. 1021; § 321, p. 1030.
when may be appointed receiver, § 318, p. 1022.
fixing compensation of receiver, § 322, p. 1035.
reference to, to take accounts or assess damages, § 377, p. 1202.
references to, in general, § 381, p. 1211.
who may be appointed master, § 385, p. 1213.
bringing on a reference before, § 386, p. 1214.
duties of master, § 386, p. 1214.
master appointing day, form of memorandum, § 386, p. 1214.
parties entitled to attend a reference, § 387, pp. 1215–1217.
proceedings before master in general, § 388, pp. 1217, 1218.
state of facts, § 390, pp. 1227, 1228.
evidence before, § 391, pp. 1228–1230.
reports and compensation, § 393, pp. 1230, 1231.
exceptions to reports, § 393, pp. 1201–1235.
sales by, § 394, pp. 1235–1255.
permitting master, under Lord St. Leonards Act, to execute deed or other written instrument in the name of party who refuses to do so, § 441, pp. 1387, 1388.
how far decisions in State courts upon the law of master and servant are binding in Federal tribunals, § 477, p. 1569.

MATTER IN DISPUTE—
value of, necessary to confer jurisdiction, § 6, p. 22.
value of matter in action for damages, § 7, pp. 28–31.
to obtain possession of land, § 8, p. 32.

Vol. II begins at § 329, page 1053; Vol. III begins at § 670, page 2299.

MATTER IN DISPUTE (continued)—
to recover possession of personal property, § 9, p. 33.
in suits of foreclosure, § 10, pp. 33, 34.
to redeem, § 11, p. 34.
to quiet title, § 12, pp. 34–36.
for injunction, § 13, pp. 36–40.
upon taxpayers' bills, § 14, pp. 40–42.
upon creditors' bills, § 15, p. 42.
upon stockholders' bills, § 16, pp. 42, 43.
when joint plaintiffs, § 17, pp. 43–47.
when joint defendants, § 18, pp. 47–52.
consideration of interest in estimating value, § 19, pp. 52, 53.
costs in estimating value, § 20, p. 53.
counterclaims, § 21, pp. 53, 54.
when there is an admission, § 22, p. 55.
when plaintiff's pleadings shows sufficient defense to part of claim, § 23, pp. 55, 56.
burden of proving value too small on defendant, § 6, p. 27, 28.
how set up, § 6, p. 28.
how waived, § 6, p. 28.
that court has no jurisdiction for lack of value of, a ground of demurrer, § 367, p. 1181.
value of as affecting removal of cause, § 545, pp. 1845, 1846.
value of, as affecting removal of suits containing controversies between citizens of the same State, claiming land under grants of different States, § 550, pp. 1868, 1869.
value of, as affected by subsequent events in relation to right to remove cause to Federal court, § 554, pp. 1884–1891.
as regulating right to appeal or bring error, § 696, pp. 2436–2445.
value immaterial, on writ of error, from Supreme Court to State court on account of Federal question, § 692, p. 2409.

MATTER SUBSEQUENT—
bill to avoid decree for, § 132, p. 466.

MAXIMS—
interest reipublicæ ut sit finis litium, § 110, p. 403.
maxima pars eorum quæ scimus est minima eorum quæ ignoramus, § 176, p. 633.
utile per inutile non vitiatur, § 239, p. 787.
he who seeks equity must do equity, as applied to pleadings, § 153, pp. 553–557; § 79, p. 336.
victus victori in expensis condemnatus est, § 409, p. 1281.

MECHANIC'S LIEN—
enforced by Federal courts of equity, § 82, p. 345.
when enforceable in Federal court, § 51, p. 145.

MEMBER—
of corporation, when a proper party to suit against corporation under English practice, § 111, p. 404.
parties to suits by members of unincorporated association on behalf of themselves and others similarly situated, § 114, p. 425.
see also CORPORATION; STOCKHOLDER.

MICHIGAN—
divided into two districts, § 66, p. 232.
districts enumerated and described, § 66, pp. 232, 233.
districts of, included within Sixth Circuit, § 4, p. 9.

MINING CASES—
jurisdiction of, § 31, pp. 87–89.

MINISTERS—
jurisdiction of cases affecting, § 1, p. 1.

Vol. II begins at § 329, page 1053; Vol. III begins at § 670, page 2299.

MINISTERS (continued)—
original jurisdiction of United States Supreme Court in controversies affecting, § 3, p. 3.
writ of *ne exeat republica* against, or servant of, § 327, p. 1047.
see also AMBASSADORS.

MINNESOTA—
constitutes one judicial district, § 66, p. 233.
times and places of holding same enumerated, § 66, pp. 233, 234.
districts of, included within Eighth Circuit, § 4, p. 9.
introducing in evidence transcripts from certain books of the District Courts in, § 333, p. 1074.

MINORS (see INFANTS).

MISCONDUCT—
removal of receiver for, § 323, p. 1036.

MISCONDUCT IN OFFICE—
when to be specifically charged in bill, § 137, p. 484.

MISJOINDER—
of parties plaintiff, a ground of demurrer, § 130, p. 458.
objection on account of, will not prevent appointment of receiver, § 315, p. 1018.
see also BILLS; MULTIFARIOUSNESS.

MISREPRESENTATION—
not ground for bill in equity to recover damages alone, § 79, p. 330.

MISSISSIPPI—
divided into two judicial districts, § 66, p. 234.
subdivisions and counties of same enumerated, § 66, pp. 234, 235.
districts of, included within Fifth Circuit, § 4, p. 9.

MISSOURI—
divided into two judicial districts, § 66, p. 235.
times and places of holding court in, enumerated, § 66, pp. 235–237.
districts of, included within Eighth Circuit, § 4, p. 9.

MISTAKE—
as subject of relief in equity, § 79, p. 320.
essentials of, 79, p. 320.
not ground for bill in equity to recover damages alone, § 79, p. 320.
in writs of error, § 699, p. 2465.
bill alleging, § 138, p. 486.
see also CORRECTION OF DECREE OTHERWISE THAN BY APPEAL.

MISTAKE OF LAW—
when relieved in equity, § 79, p. 320.
omission due to a, cannot ordinarily be cured by amendment, § 214, p. 730.

MODELS—
used as exhibits in court below, § 704, p. 2502.

MODIFICATION—
of judgment by courts that rendered them, § 481, p. 1605.
by Supreme Court of judgment appealed from, § 711, p. 2538.

MONEY—
when interest awarded on affirmance of judgment or decree for the payment of, § 427, p. 1350.

MONOPOLIES—
injunctions to restrain, § 264, pp. 847, 848.
when injunction will not be issued to assist in maintaining, § 284, p. 898.

Vol. II begins at § 329, page 1053; Vol. III begins at § 670, page 2299.

MONOPOLIES (continued)—
act to protect trade and commerce against, § 5, p. 17; § 61, p. 187; § 115, p. 427; § 283, pp. 892, 893.
see STATUTE AGAINST MONOPOLIES.

MONTANA—
constitutes one district, § 66, p. 237.
times and places of holding court in, § 66, pp. 237, 238.
districts of, included within Ninth Circuit, § 4, p. 9.
time within which causes to be docketed in United States Supreme Court, in case of appeals and writs of error from, § 704, p. 2503.

MORTGAGE—
of ward's estate by guardian, § 82, p. 345.
State statutes concerning, § 83, p. 348; § 82, pp. 346, 347.
jurisdiction of bill to foreclose, § 51, pp. 145, 146.
proceedings to cancel, § 60, p. 179.
value of matter in dispute in foreclosure suit, § 10, pp. 33, 34.
who necessary parties to bill for foreclosure, § 112, pp. 407, 408; § 120, pp. 446, 447.
whether prior incumbrancers are necessary parties to suit to compel execution of mortgage, § 120, p. 447.
suits by bondholders to foreclose when mortgage is held in trust, § 113, p. 421.
bill for redemption of, what to contain, § 153, p. 554.
whether mortgagee must sue in law or equity to enforce covenant assuming mortgage made by purchaser with mortgagor depends on *lex fori*, § 82, p. 347.
see also EQUITY OF REDEMPTION: FORECLOSURE.

MORTGAGEE—
rights of, § 83, p. 348.
right of mortgagee of patent, § 112, pp. 412.
of patent, when necessary party to suit for infringement, § 112, pp. 412, 413.
of corporations, appointing receivers at suit of, § 302, pp. 938–941.
when first and second must seek relief in same suit, § 60, p. 180.
value of matter in dispute in suit by, § 10, pp. 33, 34.
citizenship of, as affecting jurisdiction, § 41, p. 103; § 42, p. 114.
mortgagee cannot join with mortgagor, in a suit for foreclosure, a party whose title is inconsistent with that of mortgagee and mortgagor, § 112, p. 414.
parties to foreclosure by executor, § 113, p. 416.
suit by, in behalf of general creditors, § 114, p. 424.
misjoinder of defendants in suit by, § 141, pp. 499, 500.
of corporation, suit by to prevent the destruction of assets, § 145, p. 518.

MORTGAGOR—
rights of, § 83, p. 348.
State statute giving right to redeem enforcible in equity, § 82, p. 342.
who has sold equity of redemption, when necessary party to bill of foreclosure, § 112, p. 407.
when not indispensable party, § 119, p. 435.
whether necessary party in suits affecting property, § 120, pp. 446, 447.
see PARTIES.

MOTION—
definition, § 248, p. 796.
in general, § 248, p. 796.
of course, § 249, p. 796.
special, § 250, p. 797.
to dismiss, see DISMISSAL.

Vol. II begins at § 329, page 1053; Vol. III begins at § 670, page 2299.

MOTION (continued)—
for new trial, § 478, p. 1581.
for correction of judgment, § 481, p. 1607.
renewing, after removal to Federal court, § 555. p. 1906.
to dismiss appeals or writs of error, § 705, pp. 2507–2521.
see INTERLOCUTORY APPLICATIONS AND PETITIONS.

MULTIFARIOUSNESS—
of bill, §§ 139–143, pp. 490–510.
objection to bill for, how raised, § 143, pp. 508–510; § 146. p. 534.
cannot be raised for the first time at the hearing or on appeal, § 143, p. 509.
does not render a decree void, § 143, p. 509.
congress may pass a law permitting, § 143, p. 510.
depends upon the discretion of the court, § 143. p. 510.
when raised by demurrer, § 367, p. 1183.
objection of, when raised by plea, § 176, p. 632.
objection on account of, not to prevent appointment of receiver, § 315, p. 1018.
see BILLS.

MULTIPLICITY OF SUITS—
as a ground of equitable jurisdiction, § 79, p. 331.
injunctions to prevent, § 266, pp. 851, 852.
see also NUISANCE.

MUNICIPAL BONDS—
bill by holder of, § 79, p. 330.
how far decisions of State courts relative to, are binding upon Federal tribunals, § 477, p. 1569.
see TOWN BONDS.

MUNICIPAL CORPORATION—
bill to enjoin sale of property in execution, § 79, p. 330.
bill to set aside ordinance of, § 79. p. 330.
citizenship of, § 47, p. 133.
what are, § 63, pp. 201, 202.

CITY—
bill against, for an accounting for taxes, § 79, p. 329.
is a corporation, § 63, pp. 201, 202.
holder of warrant of, § 63, p. 202.
bill by, to establish right to levy duty, § 116, p. 430.
effect of State statute regulating suits agianst, § 83, p. 348.
see MANDAMUS; TAXES.
removal not enjoined, § 79, p. 329.

MUNICIPAL PROPERTY—
when receiver cannot be appointed over, § 306, p. 977.

MUNICIPAL WARRANT—
jurisdiction of suit by assignee of, § 63, p. 202.

NATIONAL BANK—
cases affecting, § 5, pp. 15, 16.
suits by or against, § 28, pp. 81–83.
suits to compel general liability of directors, § 81, p. 341.
suits to recover plaintiff's money deposited in name of another, § 79, p. 317.
citizenship of, § 47, p. 135.
receiver of, necessary parties to suit aginst, § 113, p. 416.
when injunction will not issue against, § 284, p. 898.
abatement of suit by, § 216, p. 741.
appointing receivers of property of, § 302, pp. 940, 941.
proof of organization, § 333, p. 1065.

Vol. II begins at § 329, page 1053; Vol. III begins at § 670, page 2299.

NATURALIZATION—
certificate of, when cancelled for fraud, § 5, p. 18.

NEBRASKA—
constitutes one judicial district, § 66, p. 238.
times and places of holding courts therein enumerated, § 66, pp. 238, 239.
district of, included within Eighth Circuit, § 4, p. 9.

NECESSARY PARTIES (see DEFENDANT; PARTIES PLAINTIFF).

NE EXEAT REGNO—
see NE EXEAT REPUBLICA.

NE EXEAT REPUBLICA—
writs of, usually granted *ex parte*, § 250, p. 798.
writ of, defined, § 326, p. 1045.
when it will issue, § 326, pp. 1045, 1046.
by whom to be issued, § 326, p. 1045.
against whom to be issued, § 327, pp. 1046, 1047.
practice in obtaining, § 328, pp. 1048–1051.
form, § 328, p. 1049.

NEGATIVE PROMISE—
injunction to restrain violation of, § 281, p. 889.

NEGLIGENCE—
cannot be waived in suit against United States, § 96, p. 374.
no relief against mistake when caused by, § 79, p. 320.
liability of receiver for, § 313, p. 1007.
decisions upon law of, in State courts, how far binding in Federal courts, § 477, p. 1569.

NEGOTIABLE PAPER—
how far decisions of State courts relative to, are binding upon Federal tribunals, § 477, p. 1569.
proof of indorsement, § 339, p. 1089.

NEGOTIATION OF NOTES—
injunction to restrain, § 267, p. 852.

NEVADA—
constitutes one judicial district, § 66, p. 239.
times and places of holding court enumerated, § 66, p. 239.
districts of, included within Ninth Circuit, § 4, p. 9.
time within which cause to be docketed in United States Supreme Court, in case of appeals or writs of error from, § 704, p. 2503.

NEW FACTS (see CORRECTION OF DECREE OTHERWISE THAN BY APPEAL; SUPPLEMENTAL BILL).

NEW HAMPSHIRE—
constitutes one judicial district, § 66, p. 239.
times and places of holding court therein enumerated, § 66, p. 239.
the districts of, included within the First Circuit, § 4, p. 8.

NEW JERSEY—
constitutes one judicial district, § 66, p. 239.
times and places of holding courts therein enumerated, § 66, pp. 239, 240.
districts of, included with the Third Circuit, § 4, p. 9.

NEW MEXICO—
time within which cause to be docketed in United States Supreme Court, in case of appeals or writs of error from, § 704, p. 2503.

NEW PARTIES—
when allowed to intervene, § 258, p. 821.

Vol. II begins at § 329, page 1053; Vol. III begins at § 670, page 2299.

NEW REMEDIES—
in equity, § 78, p. 315.
NEWSPAPERS—
when articles in, a ground for a new trial, § 478, p. 1585.
NEW TRIALS—
motions for, common-law procedure respecting, § 453, p. 1426.
principles regulating the granting of, § 478, p. 1580.
stay of execution to file petition for, § 427, p. 1348.
effect of granting, on former judgment, § 427, p. 1348.
judgment ordering, cannot be reviewed by writ of error, § 692, p. 2405.
NEW YORK—
divided into four judicial districts, § 66, p. 240.
counties and times and places of holding court therein enumerated, § 66, pp. 240–242.
the districts of, included within the Second Circuit, § 4, p. 8.
statutes concerning suits by or against consolidating corporations followed, § 83, p. 350.
suits by married women in, § 89, p. 356.
NEXT FRIEND—
appearing for infant, § 106, p. 399.
obligation to pay costs, § 90, p. 357.
suits by, or married women, § 89, p. 356.
for infant, § 46, p. 129; § 90, p. 256.
removal of, for cause, § 90, p. 357.
of lunatic, suits by, § 91, p. 359.
appointment by court of, § 91, p. 359.
brought in by amendment, § 211, p. 724.
expenses of, how payable, § 106, p. 400.
petition for appointment of, § 253, p. 807.
NEXT OF KIN—
bill against sureties of administrator, § 79, p. 317.
necessary parties to suits by one of, and, on behalf of others similarly situated, § 114, p. see p. 426.
necessary parties in suits by, § 119, pp. 434, 435.
not necessary to join, in suit against an administrator or executor, § 113, p. 415.
bill against an administrator and his sureties, § 141, p. 503.
NISI—
order, defined, § 252, p. 804.
decrees, see DECREES.
NOLO CONTENDERE—
plea of, § 518, p. 1711.
NOMINAL DAMAGES—
costs where master reports in favor of plaintiff for nominal damages, § 410, p. 1285.
NON PROSEQUITUR—
judgment of, § 551, p. 1871.
NON-RESIDENTS—
jurisdiction over, § 61, pp. 192, 193, 195; § 82, p. 346.
when may be compelled to give security for costs, § 425, pp. 1339, 1340.
NONSUIT—
plaintiff may consent to, § 473, p. 1554.
trial judge has no power to order compulsory, § 473, p. 1554.
when not conclusive, § 186, pp. 655, 656.
NORTH CAROLINA—
divided into two judicial districts, § 66, p. 242.
counties and times and places of holding court therein enumerated, § 66, pp. 242, 243.

Vol. II begins at § 329, page 1053; Vol. III begins at § 670, page 2299.

NORTH CAROLINA (continued)—
districts of, included within Fourth Circuit, § 4, p. 9.
introducing in evidence transcripts from certain books of the Circuit and District Courts in, § 333, p. 1071.

NORTH DAKOTA—
constitutes one district, § 66, p. 243.
times and places of holding court in, § 66, pp. 243, 244.
district of, included within Eighth Circuit, § 4, p. 9.

NOTARY—
certificate of, § 339, p. 1089.
fees of, held to be costs and not to be added to value of matter in dispute when jurisdiction is to be determined, § 20, p. 53.

NOTE—
not collected by bill in equity, § 79, p. 331.
suits to recover value of, § 5, pp. 12, 13.
suits by assignees of, § 63, p. 199.
when payable to bearer, § 63, p. 199.
accommodation, suits on, § 63, pp. 204, 205.
suit for money paid on several, multifariousness, § 140, p. 492.
injunctions to restrain negotiation or indorsement of, § 267, p. 852.
prevent transfer of, § 272, p. 863.

NOTICE—
State statute requiring notice to comptroller of city before bringing suit, § 83, p. 348.
State statute determining what shall constitute, of pending suit, § 83, p. 349.
when to be specifically charged in bill, § 137, p. 484.
of motions, §§ 249–251, pp. 796–803.
of application for interlocutory injunction, § 292, pp. 906–908.
usually required, on appointment of receiver, § 315, p. 1019.
of application for attachment for contempt, § 429, pp. 1365, 1366.
of trial or argument, how far State practice respecting, follow § 453, p. 1426.
for production of books and papers at trial, § 333, p. 1064.
to creditors in bankruptcy proceedings, § 629, p. 2088.
of appeal in prize causes, § 698, p. 2456.
of motion to dismiss appeal or writ of error, § 705, p. 2519.

NUISANCE—
necessary parties in suit to enjoin, §119, p. 441.
owners of adjacent property uniting to enjoin, § 140, p. 495.
injunctions to suppress, § 267, p. 852; § 274, p. 865.
injunctions to prevent continuance of, 274, pp. 865–867.
value of matter in dispute in a suit to abate a, § 13, p. 39.
informations to abate public, § 131, p. 463.

NUMBER—
rules where parties are very numerous, § 115, p. 426.

NUMEROUS PARTIES—
rule in case of, § 115, p. 426.
who necessary in case of, § 114, p. 423.

NUNC PRO TUNC—
allowing bond to be filed, on removal of cause to Federal court, § 547, pp. 1850, 1851.
order, § 481, p. 1607.

O.

OATH—
waiver of answer under, § 153, p. 552; § 174, p. 624.
to answer, § 192, pp. 684, 685.

Vol. II begins at § 329, page 1053; Vol. III begins at § 670, page 2299.

OATH (continued)—
before whom may be taken, § 192, p. 685.
form of, § 192, p. 685.
when must be made to the truth of proposed amendments, § 215, p. 732.
to be attached to answer denying facts stated in petition for intervention, § 254, p. 808.
affirmation in lieu of, § 335, p. 1081.
when master required to take, § 388, p. 1218.

OBJECTIONS—
which cannot be made at the hearing, § 376, p. 1199.
to parties, how and when made, § 129, p. 455; § 130, p. 458.

OBSTRUCTING—
receiver, § 311, pp. 1001, 1002.

OFFER OF EQUITY—
a failure by plaintiff to make an, demurrable, § 367, p. 1183.

OFFERS—
in bills, § 153, pp. 552–557.
omission of, when ground for demurrer, § 153, p. 557.
general, sufficient, § 153, p. 557.

OFFICE—
removal from, § 5, p. 15.
suits to recover possession of, § 5, p. 15.
misconduct in, when to be specifically charged in bill, § 137, p. 484.

OFFICER—
not compelled by bill in equity to perform ministerial duty, § 79, p. 330.
of United States or State or municipality, removal not enjoined, § 79, p. 329.
of a corporation, when proper party to suit against corporation, § 111, pp. 404, 405.
parties to bill against, of State, § 120, pp. 443, 444.
when injunctions will not be issued to stay the removal of, § 270, pp. 856, 857.
of corporation, not usually appointed receiver, § 318, p. 1024.
of House of Congress, removal of suit against, § 537, p. 1755; § 551, pp. 1869, 1870.
see OFFICERS OF UNITED STATES; REVENUE OFFICERS; ACCOUNTS.

OFFICER OF UNITED STATES—
jurisdiction of actions at common law by, § 5, pp. 11, 12.
right to sue United States, § 95, pp. 363–366.
suits by and against, § 34, pp. 91, 92.
statutes of limitation to actions against, § 181, p. 647.
cannot issue injunction against, § 284, pp. 894, 895.
see also OFFICERS; REVENUE OFFICERS; ACCOUNTS; MANDAMUS.

OKLAHOMA—
divided into two districts, § 66, p. 246.
counties, times and places for holding court, § 66, p. 246.
districts of, included within Eighth Circuit, § 4, p. 9.
see WRITS OF ERROR AND APPEALS.

OHIO—
divided into two districts, § 66, p. 244.
counties and times and places of holding court therein enumerated, § 66, pp. 244–246.
districts of, included with Sixth Circuit, § 4, p. 9.

OMISSION—
from bills, of defendants not within jurisdiction of the court, § 117, pp. 430–433.

Vol. II begins at § 329, page 1053; Vol. III begins at § 670, page 2299.

OMISSION (continued)—
in introductory clause of bills, how taken advantage of, § 135, p. 473.
of proper parties, reasons for, to be averred, § 117, pp. 431, 432.
objection for, of proper parties, § 129, p. 455–458.
see PARTIES.

OPEN COURT—
agreements made in, using as admissions, § 330, p. 1059.

OPENING—
on hearing, § 374, p. 1195.

OPENING OF LETTERS—
injunctions to prevent, § 280, p. 889.

OPINION—
copies of, filed in the case to be annexed to and transmitted with record on appeal, § 704, p. 2498.

ORAL TESTIMONY (see EVIDENCE; PRACTICE AT COMMON LAW).

ORDER—
of State court on removal of cause, § 545, p. 1835.
in cause prior to removal to Federal court, effect of removal on same, § 555, p. 1902.

ORDER (continued)—
in general, § 255, p. 810.
who may make, § 255, p. 810.
see also CORRECTION OF DECREE OTHERWISE THAN BY APPEAL; DECREES; ENFORCEMENT OF DECREES AND ORDERS; INTERLOCUTORY APPLICATIONS.

ORDER BOOK—
entering order in, that bill be taken *pro confesso*, § 171, p. 615.
motions to be entered in order book, § 249, p. 796.

OREGON—
constitutes one judicial district, § 66, p. 246.
times and places of holding court enumerated, § 66, pp. 246, 247.
districts of, included within Ninth Circuit, § 4, p. 9.
time within which cause to be docketed in United States Supreme Court, in case of appeals or writs of error from, § 704, p. 2503.

ORIGIN—
of jurisdiction in equity, § 78, p. 315.

ORIGINAL BILLS (see BILLS).

ORIGINAL JURISDICTION—
of Federal Supreme Court, § 1, p. 1; § 3, pp. 3–8.
see also JURISDICTION.

ORIGINAL PAPERS.
when required for examination in Supreme Court, § 704, p. 2502.

OTHER SUITS—
that defendant is in danger of being harassed by, a ground of demurrer, § 367, p. 1183.

P.

PAPERS—
loss of, as a subject of relief in equity, § 79, p. 320.
introduction of, in evidence, § 333, pp. 1063–1080.
production of, on trial, § 333, p. 1064.
of government, cannot be obtained by replevin, § 102, p. 384.

PARENS PATRIAE—
jurisdiction of Federal courts not like the Lord Chancellor's perogative as, § 81, p. 337.

Vol. II begins at § 329, page 1053; Vol. III begins at § 670, page 2299.

PARISHIONERS—
suits by one or more on behalf of others, § 116, p. 428.
joinder with tenants in a bill of peace, § 140, p. 494.
PARSON—
scandal against, § 238, p. 784.
PARTIES. (See § 128, pp. 454, 455, for summarized statement of the rules relating to this subject.)
citizenship of formal parties does not affect jurisdiction, § 40, p. 97.
to a controversy, § 41, pp. 100–109.
to a controversy, formal, § 42, pp. 109–118.
unnecessary, § 43, pp. 118–120.
residence of parties, § 61, pp. 181–196.
who may be defendants, § 85, p. 354; § 91, p. 359; § 94, p. 363.
when a State is a party to a suit against a State officer, § 105, pp. 389–396.
trades union, engaged in a strike, § 115, p. 427.
to bills in equity, who may be, § 85, p. 354.
all persons to be, who are directly interested, § 110, p. 402.
necessary parties to bill, in suit against surety guarantor, § 42, p. 304.
upon ancestor's covenants, § 42, p. 304.
may be made defendants if they refuse to join as plaintiffs, § 110, p. 402.
principle that no proceedings to take place affecting a person's rights except in his presence applied, § 110, p. 402.
who bound by a decree, § 110, p. 402.
decision to provide for all the rights which different persons have in the matters decided, § 110, p. 402.
principle of *interest reipublicæ ut sit finis litium*, § 110, p. 403.
distinction between court of law and equity, in that the latter affords complete relief, § 110, p. 403.
illustration of, joining surety with principal liable for money, § 110, p. 403.
heir with personal representative in suit to enforce covenant against ancestor, § 110, p. 403.
parties with no interest in the subject-matter of the suit, § 111, pp. 404–406.
English practice, § 111, p. 404.
suits against corporations—officers, book-keepers, members, § 111, pp. 404, 405.
agents, auctioneers, arbitrators, and attorneys, when to be made parties in suits against principals, § 111, p. 406.
mortgagor of patent, § 112, pp. 409–413.
mortgagee of patent, § 112, pp. 409–413.
cases of fraud, making parties to, pay costs, § 111, p. 406.
persons who on account (of lack) of interest need not be made parties, § 112, pp. 407–414.
who are not interested, § 112, p. 407.
who claim under inconsistent titles, § 112, p. 407.
prior incumbrances on a bill for foreclosure, § 112, p. 407.
suits for specific performance, § 112, p. 409.
suits by assignee, § 112, p. 409–413.
mortgagor who has sold equity of redemption, § 112, p. 407.
who has a mere interest in question of law involved, § 112, p. 414.
plaintiffs having a joint and several demand, § 112, p. 414.
Shadwell's remarks on Rule 51 in chancery, § 112, p. 414.
Rule 51 in chancery only applicable where several persons are liable in different characters, § 112, p. 414.

Vol. II begins at § 329, page 1053; Vol. III begins at § 670, page 2299.

PARTIES (continued)—
cases where the law has furnished a representative, § 113, pp. 415–423.
cases of executors, administrators, § 113, p. 415.
bankrupts, insolvent debtor, creditors, in suits by assignee, § 113, p. 416.
creditor of an estate, in suit by receiver, § 113, p. 416.
surviving parties, in suits by or against strangers affecting partnerhsips, § 113, p. 418.
tenant in tail, § 113, p. 419.
tenant for life, § 113, p. 419.
trust property, § 113, p. 419–423.
beneficiaries, § 113, pp. 419–421.
trustees, § 113, pp. 420–423.
under railroad mortgage, § 113, p. 420.
stockholders, upon suits for accounting against corporations, § 113, pp. 416, 417.
member of unincorporated associations, § 113, p. 418.
suits by a complainant on behalf of himself and others similarly situated, § 114, pp. 423–426.
illustrations of, § 114, pp. 423, 424.
stockholders of corporations, § 114, p. 425.
creditors, § 114, p. 425.
members of unincorporated associations, § 114, p. 425.
railroad bondholders, § 114, p. 425.
legatees, § 114, p. 426.
next of kin, § 114, p. 426.
partners, § 114, p. 426.
one of a class for whom a charity was founded, § 114, p. 426.
one of crew of privateer seeking prize money, § 114, p. 426.
suits against one or more of a class, § 115, pp. 426–428.
numerous parties, § 115, p. 426.
committee representing other litigants, § 115, p. 427.
members of clubs and unincorporated associations, § 115, p. 427.
stockholders of corporations, § 115, p. 427.
voluntary association with numerous members, § 115, p. 427.
modification of English law by this rule, § 115, p. 427.
absent parties of the class, to what extent bound by the decree against the representatives, § 115, p. 428.
omission of defendants not within jurisdiction of the court, § 117, pp. 430–433.
whether decree binding against, § 117, p. 431.
equity will seek to have before the court all interested, § 117, p. 432.
rule relaxed when it will prevent justice, § 117, p. 432.
three kinds of parties, § 117, p. 432.
directly affected by the decree, are indispensable, § 117, p. 432.
what may be omitted, § 117, p. 432.
by or against one or more as representatives of a class claiming a common right, § 116, pp. 428–430.
general rule, § 116, p. 428.
estimates coming from a common source, § 116, p. 428.
against executor and some of the heirs, § 116, p. 429.
tenants, § 116, p. 428.
parishioners, § 116, p. 428.
lord of the manor, § 116, pp. 428, 429.
holders of certificates of indebtedness, § 116, p. 429.
purchasers of lands, § 116, p. 428.
city to levy duty, § 116, p. 430.
formal parties who may be omitted when without the jurisdiction, § 118, pp. 433, 434.

Vol. II begins at § 329, page 1053; Vol. III begins at § 670, page 2299.

PARTIES (continued)—
husband, in suit by wife in certain cases, § 118, p. 433.
trustees of railroad mortgage not opposing bondholder's suits, § 118, p. 433.
person against whom injunction is sought is not, § 118, p. 434.
person with naked legal right and no equitable right, § 118, p. 434.
when suit is brought for the possession of real or personal property, person in possession is not, § 118, p. 434.
misjoinder of, §§ 140, 141, pp. 492–506.
amendments, by striking out and bringing in, § 211, p. 724, § 213, p. 728.
new, cannot be brought in by cross-bill, § 199, p. 699.
parties whose interest is separable, § 119, pp. 434–443.
trustee or director, in suit against colleagues for breach of trust, § 119, p. 434.
next of kin, in suits against administrator and sureties, § 119, p. 435.
suits by legatees to recover share of decedent's estate, § 119, p. 435.
subsequent lienor in foreclosure suit, § 119, p. 436.
when mortgaged land conveyed to sovereign, § 119, p. 436.
partner beyond jurisdiction, in suit by strangers, § 119, p. 437.
in suits by other partner, § 119, p. 437.
contractors owning joint interest, § 119, p. 439.
suit by heir, § 119, p. 438.
specific performance for sale of lands, § 119, p. 438.
assignor of claim, in suit by assignee, § 119, p. 439.
stockholders' suits, § 119, pp. 439, 440.
to foreclose lien upon corporate property, § 119, p. 440.
suit by indorsers, § 119, p. 440.
by creditors to reach lands of debtor, § 119, p. 440.
suits to enjoin execution of judgment, § 119, p. 442.
maintenance of public nuisance, § 119, p. 441.
by parties against State to restrain illegal tax, § 119, p. 442.
against infringers of patents, § 119, p. 441.
against sub-contractor, § 119, p. 437.
parties indispensable to a decree, § 120, pp. 443–451.
all who will be directly affected by the decree sought, § 120, p. 443.
or whose obedience is necessary to enforcement of a decree, § 120, p. 443.
when a person is affected, § 120, p. 443.
if decree would cast cloud upon another's title, § 120, p. 443.
when State is a necessary party, § 120, p. 443.
when not, § 105, pp. 391–393; § 120, p. 444.
trustee of an active trust, § 120, p. 444.
when city indispensable party, § 120, pp. 445, 446.
in action between partners for accounting, § 120, p. 446.
tenants in common in partition suit, § 120, p. 446.
person claiming title or interest in property, § 120, p. 446.
mortgagor, in suit by mortgagee against third party to remove cloud upon title, § 120, pp. 446, 447.
in suits for specific performance of contract affecting lands, § 120, p. 447.
suits by stockholders to set aside foreclosure of railroad mortgage, § 120, pp. 447, 448.
corporation, in suits against third person, § 120, p. 448.
assignee of debtor, in suits against surety, § 120, p. 449.
bills by legatees, § 120, p. 450.
prior incumbrancers, in suits to compel execution of mortgage, § 120, p. 451.
staying proceedings in ejectment, § 120, p. 451.

Vol. II begins at § 329, page 1073; Vol. III begins at § 670, page 2299.

PARTIES (continued)—
when numerous interests have been created for the purpose of preventing the plaintiff from obtaining equitable relief, § 121, pp. 451, 452.
when a person consents to relief sought, § 122, p. 452.
or disclaims all interest in subject-matter, § 122, p. 452.
agreements between persons to represent each other as plaintiffs, not sanctioned, § 122, p. 452.
when the plaintiff waives his right against a person, § 123, p. 452.
when interest of absent party is evidently very small, § 124, p. 453.
when the absent persons are unknown, § 125, p. 453.
when right of administration is in dispute, § 126, p. 453.
relaxation of rule in special cases, § 127, p. 453.
largely in discretion of court, § 127, p. 453.
summarized statement of the rules relating to parties, § 128, pp. 454, 455.
objection for want of parties, how taken, § 129, pp. 455–458.
joinder of improper parties, § 130, p. 458.
who may demur, § 130, p. 459.
demurrer cannot be raised for first time on appeal, § 120, p. 459.
want of proper, former ground of demurrer, § 365, p. 1181.
plea of want of, § 176, p. 634.
dismissing bill with costs, where a disclaimer is made and it appears that defendant was made a party without reason, § 196, p. 688.
to bills of revivor, § 216, p. 737; § 222, pp. 751, 752.
to supplemental bills, § 232, pp. 771–773.
in admiralty, § 563, p. 1948; § 574, p. 1960.
to motions and petitions, § 251, p. 801.
who may make petition, § 253, p. 806.
intervening, § 258, pp. 821–832.
oath of, to petition for intervention, § 259, p. 835.
not usually appointed receiver, § 318, p. 1022.
nor the son or brother of, § 318, p. 1022.
objections as to, whether can be raised at hearing, § 376, p. 1199.
who are entitled to attend a reference before a master, § 387, pp. 1215–1217.
to whom costs will be awarded, § 407, pp. 1277–1280.
costs between party and party, what they consist of, § 415, p. 1294.
attorney's costs belong to, and not to attorney, § 416, p. 1301.
joinder of, how far State practice concerning, is followed, § 453, p. 1425.
order for examination of party before trial made prior to removal to Federal court, effect of removal upon, § 555, pp. 1905, 1906.
in the Court of Claims, § 673, p. 2315.
in bankruptcy, § 616, p. 2046.
who must join in writ of error or appeal, § 697, p. 2448.
death of, pending appeal or writ of error, § 697, p. 2454.
death of, before time allowed for taking appeal or bringing writ of error has expired, § 697, pp. 2453, 2454.
see also ABATEMENT AND REVIVOR; PLAINTIFFS AND DEFENDANTS; REMOVAL OF CAUSES; MORTGAGOR; MORTGAGEE.

PARTITION—
effect of State statute authorizing suit for partition of equitable claim to land, § 82, p. 344; § 79, p. 317.
suits for, § 5, p. 18.
joinder of defendants, § 141, p. 497.
tenants in common, necessary parties to suit for, § 120, p. 443.

PARTNERS—
accounting between, necessary parties to, § 120, p. 446.

Vol. II begins at § 329, page 1053; Vol. III begins at § 670, page 2299.

PARTNERS (continued)—
not necessary to join representatives of deceased in suits against surviving, § 113, p. 418.
one of several may be sued for infringement of a patent, § 119, p. 441.
necessary parties to a suit to recover money due the firm, § 120, p. 446.
necessary parties to suits brought by one of many, and on behalf of others similarly situated, § 114, p. 426.
whether a necessary party to suit against firm, § 119, p. 437.
whether necessary when sued to account by other partners, § 119, p. 437.

PARTNERSHIP—
citizenship of, § 49, pp. 141, 142.
necessary parties in suits affecting property of, § 113, p. 418.
alternative relief in actions affecting, § 138, p. 486.
when receiver will be appointed in suits affecting, § 302, p. 938.
see BANKRUPTCY.

PATENT CASES—
effect of Federal patent statutes of limitation upon patents and, § 180, pp. 639–641.
suit for specific performance of contract for sale of patent right, § 79, p. 318.
license under patent, when recovered by creditors' bill, § 79, p. 324.
patent for land, bill to cancel, § 31, p. 87; § 79, p. 333.
reached by creditor's bill, § 79, p. 324.
bill against infringer of patent, § 29, p. 83.
when suit arises under laws of United States, § 29, p. 83.
bill against an officer of the United States for infringement of patent, § 100, p. 383.
remedy in such a case, § 100, p. 383.
suit for infringement of patent where brought, § 61, pp. 183, 184; § 62, pp. 196–199.
parties to suits by licensees of patent, § 112, pp. 409–413.
to suits by exclusive licensee of patent, § 112, pp. 412, 413.
where licensee is not exclusive, § 112, p. 413.
assignees of the whole of patent, § 112, p. 413.
distinction between assignment and license, § 112, pp. 410–411.
patent for lands, when set aside at suit of private citizen, § 79, p. 333.
patent for lands, suits to adjust conflicting claims to, § 81, pp. 340, 341.
necessary parties to suits by mortgagor of patent, § 112, p. 410.
mortgagee of patent, § 120, p. 412.
bill to compel issue of patent, § 147, pp. 536–539.
right of mortgagor of patent, to sue, § 112, p 410.
effect of mortgage of patent, § 112, p. 412.
necessary parties to suit by equitable assignees of patent, § 112, p. 412.
when assignors and assignees are necessary parties, § 120, p. 445.
multifariousness in bills to enjoin violation of patent, § 146, pp. 534–536.
allegation in bill to impeach patent or grant by United States, not brought by attorney-general, § 144, p. 514.
allegations in bills to enjoin infringement of patent, § 146, pp. 525 536.
bill filed by United States to vacate patent for public lands, what to contain, § 153, pp. 556, 557.
injunctions to restrain infringment of patent, § 266, p. 851; § 269, pp. 854–856; § 284, pp. 894, 895, 897; § 277, pp. 873–882.
ex parte application for, § 277, p. 881.
laches, § 277, p. 879.
after the expiration of the patent, § 277, p. 881.
necessary allegation, § 278, p. 883.
without notice, § 292, p. 906.

Vol. II begins at § 329, page 1053; Vol. III begins at § 670, page 2299.

PATENT CASES (continued)—
when an injunction will be refused, § 294, p. 912.
notice of application for injunction for infringement, § 292, p. 907.
when injunction for infringement will be refused, § 294, p. 912; § 299, p. 929.
introducing in evidence copies of foreign letters, § 333, pp. 1072, 1073.
proof of proceedings affecting, § 333, p. 1072; § 339, p. 1087.
action for infringement of patent, survives to representatives of the patentee, § 276, p. 739.
right in patent, is incorporeal, § 112, pp. 410–413.
mortgage of right passes title when recorded, § 112, p. 414.
suit to enjoin tax on patent does not arise under patent laws, § 5, p. 13.
injunction may be denied when asked for shortly before expiration of patent, § 79, p. 335.
equity may retain jurisdiction after expiration of patent, § 79, p. 335.
joinder of employees and directors with corporation as defendants in suit for an infringement, § 141, p. 504; § 146, p. 536.
joinder of parties who used a corporation as a means of infringement, § 141, p. 503.
when corporation not a party, § 119, p. 439.
allegations in a bill for infringement, § 146, pp. 528–536.
pleading at common-law, § 454, p. 1432.
bill upon a re-issued patent, § 146, p. 534.
bill for infringement of several distinct patents is multifarious, § 146, p. 534.
when not multifarious, § 146, p. 535.
amendment upon a demurrer, § 146, p. 526.
joinder of causes of action in a bill for infringements, § 146, p. 535.
bill to set aside a contract for royalties and for an accounting, § 146, p. 536.
bill asking for specific performance of a contract relating to patents and also for relief for infringement is multifarious, § 146, p. 535.
objection to joinder of parties should be made by demurrer, § 146, p. 526.
must allege compliance with statutory requirements in bill by one claiming under, § 144, p. 514.
service of subpœna in infringement cases, § 163, p. 578.
what is admitted by demurrer to bill for infringement, § 366, p. 1179.
demurrer for laches in applying for reissue, § 367, p. 1182.
licensee cannot interplead third person, in action by licensor for royalties, § 157, p. 564.
service of process by publication to remove cloud from right not allowed, § 166, p. 597.
injunction to restrain infringement by expending a patent, § 277, p. 873.
defense of want of patentability not pleaded in the answers, § 188, p. 674.
answers in patent cases, § 188, pp. 671–681.
discovery in cases of patents, § 174, p. 628.
bills in the nature of supplemental bills, § 234, p. 777.
dissolution of injunction, § 296, p. 917.
undertaking upon an injunction, § 297, p. 922.
perpetual injunctions, § 299, p. 929.
receivers in, § 302, p. 939; § 307, p. 982.
exceptions to master's report, § 389, p. 1226.
fine for violating an injunction, § 432, pp. 1375, 1376.
actions against the United States, § 671, pp. 2307, 2308.
accounting in, § 146, p. 532.
in what district suit should be brought, § 61, pp. 183, 184.

Vol. II begins at § 329, page 1053; Vol. III begins at § 670, page 2299.

PATENT CASES (continued)—
suit against receiver of a corporation for infringement of patent, § 113, p. 417.
suit against one of several infringers of patent, § 119, p. 441.
in suit for injunction against an infringement, one or more wrong doers may be omitted, § 119, p. 441.
officers of a corporation enjoined from infringement where the corporation was not a party, § 119, p. 442.
parties to a bill to expunge, from the records of the patent office, § 120, p. 445.
issue of law in, § 378, p. 1203.
pleading at common law in, § 453, p. 1424; § 454, p. 1432.
whether jurisdiction depends on value of subject-matter, § 5, pp. 11–21; § 6, p. 22.
jurisdiction in, § 29, pp. 83–86.
parties in, § 112, pp. 409–413.
defenses peculiar to, § 188, pp. 671–681.
costs in, § 410, pp. 1285, 1286.
multifariousness in, § 142, p. 508; § 146, pp. 534–536.
frame of bills in, § 146, pp. 525–536.
effect of decree *pro confesso* in, § 172, pp. 620–621.
abatement of, § 216, pp. 739, 740.
supplemental bill in, § 228, p. 761; § 231, pp. 766, 767; § 234, p. 776.
intervention in, § 258, p. 829.
injunction against commencement or prosecution of, § 269, pp. 854–856.
evidence in, § 332, p. 1061; § 339, p. 1087; § 341, p. 1103.
decree in, § 400, p. 1264.
see PATENTS.

PAUPER—
petitions for leave to sue as a poor person, § 413, pp. 1290–1294.
see also INTERLOCUTORY APPLICATIONS.

PEACE (see BILL OF PEACE).

PENALTY—
for importation of persons under contract to perform labor, § 5, p. 17.
as a subject of relief in equity, § 79, p. 320.
suits for, in District Courts, § 5, pp. 14, 21.
no person compelled to discover that which will expose him to a, § 153, p. 557.
defendant may object to discovery if his answer would subject him to a, § 348, p. 1122; § 581, p. 1968.
for disobeying writ of injunction, § 295, p. 914.
survivability of action to recover, § 216, p. 739.
of bond, on removal for grounds other than prejudice or local influence, or in controversies between citizens of the same State claiming land under grants of different States, § 547, p. 1850.
suit by State on judgment for, § 3, p. 5; § 86, p. 354.
action for, when removable, § 538, pp. 1768, 1769.

PENDENCY OF ANOTHER SUIT—
objection of, can be taken by demurrer, § 367, p. 1183.
subject of, plea in defense, § 176, p. 634; § 177, p. 635.

PENNSYLVANIA—
divided into three judicial districts, § 66, p. 247.
counties, times and places of holding court therein enumerated, § 66, pp. 247, 248.
districts of, included within the Third Circuit, § 4, p. 9.

PENSIONS—
no suits against United States to collect, § 96, p. 366.

Vol. II begins at § 329, page 1053; Vol. III begins at § 670, page 2299.

PERFORMANCE—
specific, as a ground of equitable jurisdiction, § 79, p. 330.
offer of, in bill, § 153, p. 553.
see also SPECIFIC PERFORMANCE.

PERJURY—
when affiant can be convicted of perjury in an affidavit, § 336, p. 1083.

PERPETUAL INJUNCTIONS—
distinguished from other forms, § 262, p. 846; § 287, p. 901.
when granted, what must be shown, § 299, pp. 928, 929.

PERPETUATING TESTIMONY—
as a subject of jurisdiction in equity, § 79, p. 322.
bills for, § 132, p. 466; § 156, p. 563; § 345, pp. 1112–1115.

PERSON—
causes of demurrers to the, § 367, p. 1180.

PERSONAL PROPERTY—
bill for possession of, § 79, p. 334.
value of matter in action for possession of, § 9, p. 33.
suit for delivery of, § 63, p. 200.
person in possession is never a formal party to suit to recover, § 118, p. 434.
injunctions to compel delivery of, § 282, p. 891.

PERSONAL REPRESENTATIVES—
necessary parties to suit against heir upon ancestor's covenants, § 110, p. 403.
bills of revivor affecting, § 219, p. 745.
bills of revivor by, § 224, p. 754.
right of, to appeal or bring writ of error, § 697, p. 2454.
see ADMINISTRATORS; EXECUTORS.

PETITION—
for removal, § 545, p. 1832.
for writ of error, § 699, p. 2466.
in cases of removal of cause or criminal proceeding, see REMOVAL OF CAUSE.
removal of, in ejectment suit to have damages allowed to plaintiff, § 51, p. 145.
in general, § 253, p. 806.
contents of, § 254, p. 808.
see also INTERLOCUTORY APPLICATIONS.

PHILIPPINE ISLANDS—
courts in the Philippine Islands, § 72, p. 270.

PHYSICIAN—
testimony of, as to information acquired professionally, § 339, p. 1088.

PLAINTIFFS—
who are capable of being, § 85, p. 354.
rules as to, alien enemies, §§ 85–87, p. 354.
infants, § 85, p. 354; § 90, pp. 356–359.
idiots, § 85, p. 354; § 91, pp. 359–360.
lunatics, § 85, p. 354; § 91, pp. 359, 360.
married women, § 85, p. 354; § 89, pp. 355, 356.
persons declared by State laws to be civilly dead, § 85, p. 354.
capacity of foreign executors and administrators, § 92, pp. 360, 361.
capacity of foreign receivers, § 93, pp. 361–363.
all persons should be made, who are interested in relief prayed for, § 110, p. 402.
receiver usually appointed upon application of, § 316, p. 1021.
dismissal of bills by, § 361, pp. 1164–1168.

Vol. II begins at § 329, page 1053; Vol. III begins at § 670, page 2299.

PLAINTIFFS (continued)—
misjoinder of, see BILLS.
States as, § 86, p. 354.
parties to suit where plaintiff has a joint and several demand against several persons, § 112, p. 414.
suits by one or more in behalf of a class similarly situated, § 114, p. 423–426.
multifariousness by misjoinder of, § 140, pp. 492–496.
signature to bill when necessary, § 155, p. 562.
see also INTERVENTION; PARTIES; BILLS.

PLEAS—
abolished in equity, § 173, p. 623; § 176, p. 631.
definition, § 176, p. 631.
classification of, § 176, pp. 632–635.
Lord Redesdale's, § 176, p. 631.
how many grounds of defense can be presented by, § 176, pp. 632–635.
to the jurisdiction, § 176, p. 633.
person, § 176, pp. 633, 634.
of pendency of another suit, § 177, pp. 635–639.
want of parties, § 129, pp. 455–458.
statute, §§ 179–181, pp. 639–648; §§ 183, 184, pp. 649–651.
matter of record or res adjudicata, § 186, pp. 652–669; § 187, pp. 669–671.
in pais, § 185, p. 651.
to the discovery, §§ 347, 348, pp. 1116–1126.
see also ABATEMENT; ANSWERS; DEFENSE.

PLEADINGS—
when filing constitutes an appearance, § 3, p. 7.
in construing, doubt is against the pleader, § 144, p. 514.
recital of, in decrees, § 404, p. 1269.
how far State practice respecting verification, time, service and amendment of, is followed, § 454, p. 1429.
granting order for examination of opposite party to frame, § 329, p. 1056.
what rules relative to sufficiency and scope govern in Federal courts, § 473, p. 1551.
amendment of, after removal of cause to Federal court, § 555, p. 1899.
see also BILL; REPLEADER.
at common law, § 454, p. 1428.

POINTS (see BRIEFS).

POLITICAL RIGHT—
injunction will not be issued to prevent a mere political right, § 284, p. 893.
Federal court will not take cognizance of questions of, between States, § 104, pp. 384, 385.
prayer for relief for invasion of, § 154, p. 560.

POOR PERSON—
petitions for leave to sue as, § 413, p. 1292.

PORTO RICO—
jurisdiction of District Court of, § 70, p. 268.
constitutes one district, § 66, p. 248.
times and places of holding terms, § 66, p. 248.
laws governing, § 70, p. 268.
appeals from courts of, § 70, p. 268.
jurisdiction of Supreme and District Courts of, § 70, p. 268.
appeals from courts of, § 696, p. 2437.

POSSE COMITATUS (see EXECUTION OF DECREES AND ORDERS).

Vol. II begins at § 329, page 1053; Vol. III begins at § 670, page 2299.

POSSESSION—
injunctions to quiet, before hearing, practice respecting, in former times, § 266, p. 851.

POSTAL LAWS—
jurisdiction of suits under, § 5, p. 13.

POSTEA—
proceedings after the trial of an issue and completion of the record by the addition of the *postea*, § 383, pp. 1209, 1210.

POSTMASTERS—
introducing in evidence copies of the quarterly return of, § 333, p. 1069.
proof of demand on, § 333, p. 1069.

POWERS—
of receivers in general, § 307, pp. 978–982.
of railroads, § 308, pp. 982–987.

PRACTICE AT COMMON LAW—
in general, § 453, pp. 1421–1428.
how far practice of State courts is followed, § 453, pp. 1421, 1422, 1428.
writs of process in general, § 455, pp. 1437–1441.
of prohibition, § 456, pp. 1442–1445.
mandamus, § 457, pp. 1445–1456.
practice on application for, § 459, pp. 1461–1469.
certiorari, § 460, pp. 1469–1473.
habeas corpus, in general, § 461, pp. 1473–1481.
suspension of writ of *habeas corpus*, § 465, pp. 1502–1506.
practice on application for, § 466, pp. 1507–1517.
appeals in, § 467, pp. 1517–1524.
quo warranto, § 468, pp. 1524–1527.
scire facias, § 469, pp. 1527–1530.
attachment of property, § 470, pp. 1531–1540.
arrests, § 471, pp. 1540–1544.
consolidation at law and in equity, § 472, pp. 1544–1547.
trials of issues of fact in actions at common law, § 473, pp. 1547–1558.
rules of decision in actions at common law, § 477, pp. 1567–1580.
new trials, § 478, pp. 1580–1588.
bills of exceptions, § 479, pp. 1588–1601.
judgments, § 480, pp. 1601–1604.
correction of, by courts that rendered them, § 481, pp. 1604–1608.
executions and proceedings supplementary thereto, § 427, pp. 1343–1353.
condemnation proceedings, § 482, pp. 1609–1614.
mandamus by Supreme Court of District of Columbia, § 458, pp. 1456–1461.
pleading at common law, § 454, pp. 1428–1437.
trials by the court, § 474, pp. 1558–1564.
references, § 475, pp. 1564–1566.
agreed statement of facts, § 476, pp. 1566–1567.
see also EVIDENCE; ABATEMENT.

PRACTICE IN CRIMINAL CASES—
criminal practice in general, § 483, pp. 1615–1618.
how criminal proceedings begun, § 483, p. 1615.
duty and power of District Attorney, § 483, p. 1615, 1616.
arrests without warrants, § 484, p. 1618.
the complaint, § 485, pp. 1618, 1619.
complaint must be verified before magistrate, § 485, p. 1618.
proper practice is for commissioner to submit complaint to district attorney, § 485, p. 1619.
complaint of criminal offense cannot be amended, § 485, p. 1618.

Vol. II begins at § 329, page 1053; Vol. III begins at § 670, page 2299.

PRACTICE IN CRIMINAL CASES (continued)—
warrant, § 486, pp. 1619–1621.
courts may issue bench warrants, § 486, p. 1620.
who must witness warrant of arrest, § 486, p. 1620.
how warrant must be returnable, § 486, p. 1620.
search warrants, § 487, pp. 1621–1623.
preliminary examination, § 488, pp. 1623–1627.
hearing held in presence of magistrate, § 488, p. 1623.
commissioner issuing warrant, must make it returnable before him, § 488, p. 1624.
commissioner takes evidence in accordance with the practice of the State where he sits, § 488, p. 1624.
accused may be represented by counsel, § 488, p. 1626.
warrants of removal, § 489, pp. 1627–1633.
proceedings upon removal may be reviewed by *habeas corpus* and *certiorari*, § 489, pp. 1627, 1628.
application for removal cannot be granted until after accused committed to jail, § 489, p. 1628.
indictment is *prima facie* evidence of probable cause for removal, § 489, p. 1628.
formal defects in indictment disregarded, § 489, p. 1629.
how probable cause proved, § 489, p. 1629.
application for removal may be heard with or without aid of writ of *habeas corpus*, § 489, p. 1631.
prisoner may be committed by one magistrate upon an affidavit made before another, § 489, p. 1633.
summons in criminal cases, § 492, p. 1646.
original process against corporation in criminal prosecution is writ of summons, § 492, p. 1646.
upon whom summons to be served, § 492, p. 1646.
bail, § 493, pp. 1646–1658.
upon what arrests in criminal cases, bail may be admitted, § 493, p. 1648.
who may take bail, § 493, pp. 1650, 1652.
what bail is, § 493, p. 1651.
who may be bailed, § 493, p. 1651.
bail not denied pending writ of error, § 493, p. 1652.
money cannot be taken in lieu of bail, § 493, p. 1654.
what the bail bond should contain, § 493, p. 1655.
obligation of surety upon bail bond binds his estate after death, § 493, p. 1656.
party forfeiting bail may be subsequently arrested, § 493, p. 1657.
suits on bail bonds, § 493, p. 1657.
informations, § 494, pp. 1658, 1659.
non-capital offenses only can be prosecuted by information, § 494, p. 1659.
informations cannot be filed without leave of court, § 494, p. 1659.
indictments, § 495, pp. 1660, 1661.
what an indictment is, § 495, p. 1660.
when motion to quash indictment is proper, § 495, p. 1660.
advantage of formal defects may be taken by plea in abatement, § 495, p. 1661.
caption of indictment, § 496, p. 1661.
what caption of indictment is, § 496, p. 1661.
body of indictment, § 497, pp. 1660–1668.
indictment must allege every essential element of crime charged, § 497, pp. 1662–1664.
allegations of time in indictments, § 497, p. 1667.
only substance of voluminous documents necessary, § 497, p. 1667.

Vol. II begins at § 329, page 1053; Vol. III begins at § 670, page 2299.

PRACTICE IN CRIMINAL CASES (continued)—
signature of indictment, § 498, pp. 1668, 1669.
district attorney is to indorse indictment, § 498, p. 1668.
indorsement of indictment, § 499, pp. 1669, 1670.
omission of indorsement does not invalidate the indictment, § 499, pp. 1669, 1670.
duplicity, § 500, pp. 1670, 1671.
what counts are bad for duplicity, § 500, p. 1670.
duplicity in indictment not ground for motion on arrest of judgment, § 500, p. 1671.
joinder of counts, § 501, pp. 1671–1673.
several charges against the same person may be consolidated, § 501, p. 1671.
what offenses may be joined in same indictment, § 501, pp. 1672, 1673.
misjoinder of counts, § 502, pp. 1673, 1674.
what counts cannot be joined in indictment, § 502, pp. 1673, 1674.
joinder of charges of unlawful use of mails, § 503, pp. 1674, 1675.
joinder of defendants to indictment, § 504, pp. 1675, 1676.
when defendants may and may not be jointly indicted, § 504, pp. 1675, 1676.
consolidation of indictments, § 505, pp. 1676, 1677.
when two or more indictments may be consolidated, § 505, pp. 1676, 1677.
when several indictments are consolidated, general verdict is proper, § 505, pp. 1676, 1677.
indictments for violation of national banking laws, § 506, pp. 1677–1688.
crimes for violation thereof are infamous and must be prosecuted by indictment, § 506, p. 1679.
indictments of bank officers for making false entries in books, § 506, pp. 1682–1684.
entries must be wilfully and intentionally false, § 506, p. 1683.
when officer is principal in the offense, § 506, p. 1682.
what counts held sufficient, § 506, pp. 1682–1688.
word "certified" in indictment is sufficient, § 506, p. 1684.
act of aiding and abetting need not be set out, § 506, p. 1685.
ordinance of constitution as to juries in criminal prosecutions, § 507, pp. 1688, 1689.
where jury may be summoned from, § 507, pp. 1688, 1689.
qualifications of grand and petit jurors, § 508, pp. 1689–1691.
same qualifications as jurors of highest State court, § 508, p. 1689.
selection of grand and petit jurors, § 509, pp. 1691–1695.
grand jury to consist of not less than sixteen nor more than twenty-three persons, § 509, p. 1694.
challenges, § 509, pp. 1694, 1695; § 512, p. 1702.
writ of venire facias, § 510, pp. 1696, 1697.
is an indispensable prerequisite to the summons of a grand jury, § 510, p. 1696.
proceedings of grand jury, § 511, pp. 1698–1702.
proceedings are secret, § 511, p. 1700.
who may be present, § 511, pp. 1700, 1701.
manner of taking objections to indictment, § 513, p. 1702.
may be done by motion to quash, plea in abatement or by demurrer, § 513, p. 1702.
arraignment, § 514, pp. 1702, 1703.
definition, § 514, p. 1702.
motion to quash indictment, § 515, pp. 1703–1705.
addressed to discretion of court, § 515, p. 1703.
what objections may be raised by such motion, § 515, p. 1704.

Vol. II begins at § 329, page 1053; Vol. III begins at § 670, page 2299.

PRACTICE IN CRIMINAL CASES (continued)—
demurrer to indictment, § 516, pp. 1705, 1706.
precedes arraignment, § 516, p. 1705.
what objections may be raised by demurrer, § 516, pp. 1705, 1706.
pleas in abatement, § 517, pp. 1706, 1710.
remedy for objections in indictment, § 517, p. 1706.
should be pleaded on or before arraignment, § 517, p. 1708.
how waived, § 517, pp. 1708–1710.
should be verified, § 517, p. 1709.
plea of pardon, § 519, p. 1712.
should be specially pleaded, § 519, p. 1712.
plea of former jeopardy acquital or conviction, § 520, p. 1712.
should be set up by special plea in bar, § 520, p. 1712.
removal of criminal prosecutions, § 551, p. 1869.
indictments may be remitted to next session of District Court, § 551, p. 1870.
evidence in criminal cases, § 523, pp. 1713–1721.
same as in civil causes, § 523, p. 1713.
person charged shall, at his own request, be a competent witness, § 523, p. 1714.
accused has right to compulsory process, to compel attendance of witnesses, § 523, p. 1714.
where subpœnas may be served, § 523, p. 1719.
list of jurors and witnesses, § 524, pp. 1721, 1722.
accused entitled to copy of indictment and list of witnesses and jurors, § 524, p. 1721.
when not entitled to list of witnesses, § 524, p. 1722.
place of trial of offenses committed on high seas, § 525, pp. 1724, 1725.
where offender found or in district where first brought, § 525, p. 1725.
place of trial of capital offenses, § 525, p. 1723.
in county where offense committed, § 525, p. 1723.
this right may be waived, § 525, p. 1723.
challenges to petit jurors, § 526, pp. 1725 1731.
numbers of challenges allowed, § 526, p. 1725.
what are good grounds for challenge, § 526, p. 1727.
trials in criminal cases, § 527, pp. 1731–1735.
trial to be by jury, § 527, p. 1731.
record must show presence of defendant, § 527, p. 1732.
defendant has right to counsel, § 527, p. 1732.
summary trials of offenses against navigation laws, § 528, pp. 1735, 1736.
accused need not be indicted, § 528, p. 1735.
number of challenges allowed, § 528, p. 1736.
punishment, § 528, p. 1736.
practice in prosecution under the civil rights laws, § 529, pp. 1736, 1737.
new trials, § 530, pp. 1737, 1738.
rules same as in civil causes, § 530, p. 1737.
motion in arrest of judgment, § 531, pp. 1738 1740.
what it must be based on, § 531, p. 1738.
when it will be granted, § 531, p. 1738.
judgment in criminal cases, § 532, pp. 1740–1744.
who may pronounce sentence, § 532, p. 1740.
court can sentence defendant on one count and suspend sentence upon others, § 532, p. 1741.
signature of judge unnecessary to the validity of judgment, § 532, p. 1744.
suspension of judgment, § 533, p. 1744.
indefinite suspensions may be granted, § 533, p. 1744.

Vol. II begins at § 329, page 1053; Vol. III begins at § 670, page 2299.

PRACTICE IN CRIMINAL CASES (continued)—
execution of judgment, § 534, pp. 1744–1749.
when deduction from term of sentence is allowed, § 534, p. 1745.
juvenile offenders, § 534, pp. 1747, 1748.
how judgment imposing payment of fine may be enforced, § 534, pp. 1748, 1749.
bills of exceptions, § 535, p. 1749.
writs of error in criminal cases, § 536, pp. 1750–1753.
judgment in criminal cases reviewed by writ of error, § 536, p. 1750.
when must be sued out, § 536, p. 1750.
when writ of error may be taken by or on behalf of United States, § 536, p. 1750.
practice in obtaining and prosecuting writs of error, § 536, p. 1752.
see forms in CRIMINAL PROCEDURE: CRIMINAL PROSECUTION.

PRACTICE IN FEDERAL COURTS—
by what rules and statutes regulated, § 84, pp. 350–353.
considers practice of courts of Chancery and King's Bench in England, § 3, p. 6.

PRAECIPE—
to clerk to enter an appearance, § 169, p. 606.

PRAYER FOR GENERAL RELIEF—
embodied in notice of motion, § 251, p. 801.
forms of, § 154, p. 558.

PRAYER FOR RELIEF—
what to contain, § 133, p. 469; § 154, pp. 557–561.
that plaintiff is not entitled to, a ground of demurrer, § 367, p. 1181.

PRECEDENTS—
force of, in equity, § 78, pp. 315, 316.

PREFERENCE—
on calendar, § 373, p. 1194.
among appeals on calendar of Supreme Court, § 707, pp. 2525–2527.
of certain claims in railroad foreclosure suits, § 305, p. 956.
see BANKRUPTCY.

PREJUDICE (see Local Influence.)

PREJUDICE (see LOCAL INFLUENCES).

PRELIMINARY INJUNCTIONS (see INJUNCTIONS).

PRESIDENT—
of United States, when suable, § 94, p 363.
whether amendable to process of Federal courts, § 167, pp. 601, 602.
writ of *quo warranto* to try title to office, § 468, p. 1524.

PRESUMPTION—
as to citizenship of members of corporation, § 47, p. 133.

PRINTED ARGUMENTS—
in appellate courts, § 707, p. 2524.
see RULES.

PRINTING—
the record on appeals or writs of error, § 706, pp. 2521–2524.

PRIOR INCUMBRANCES—
when necessary parties to bill of foreclosure, § 112, p. 407.
whether necessary parties to suit to compel execution of mortgages, § 120, p. 447.

PRIOR PROCEEDINGS—
in cause before removal to Federal court, effect of removal on same, § 555, p. 1894.

Vol. II begins at § 329, page 1053; Vol. III begins at § 670, page 2299.

PRISONER—
time of, to bring appeal or writ of error, § 698, p. 2456.
see HABEAS CORPUS.

PRIVATE LAND CLAIMS, COURT OF—
when abolished, § 671, p. 2304.
records, where filed, § 671, p 2304.

PRIVATE LETTERS—
injunction to restrain publication of, § 263, p. 847.
injunctions to prevent the unauthorized opening of, § 267, p. 852.

PRIVITY—
necessary to entitle one to revive a suit, § 219, p. 745.
necessary to support bills in the nature of bill of revivor, § 225, p. 757.
necessary between parties joined in a bill, § 140, p. 494.
when plaintiff need not state his title if there is, between plaintiff and defendant, § 144, p. 512.

PRIZE CAUSES—
jurisdiction in, § 5, p. 21.
state as plaintiff, § 105, p. 389.
appeals in, § 688, p. 2368.
time within which appeals in, must be taken, § 698, p. 2456.
see also CREW.

PRIZE MONEY—
necessary parties to suit to recover, by one of crew on behalf of himself and others similarly situated, § 114, p. 426.

PROBATE—
State statute giving exclusive jurisdiction to court of, § 83, p. 348.
State statute authorizing setting aside of, enforceable in Federal court, § 82, p. 342.
Federal court may compel an accounting when will was probated in State court, § 54, p. 162.
properly in custody of court of probate, § 54, pp. 160–164.
value of right of appeal from, § 6, p. 23.
not set aside by equity, § 79, p. 723.
proceedings when removable, § 538, pp. 1770, 1771.

PROCEDURE—
State statutes regulating procedure in Federal courts, § 473, p. 1550.
in admiralty, § 565, p. 1952; § 567, p. 1954.

PROCESS—
service of, in suits against States, § 3, p. 7.
common-law procedure, respecting, § 455, p. 1437.
how far State practice respecting service of, followed, § 453, p. 1424.
see also SUBPOENAS TO APPEAR AND ANSWER; PRACTICE AT COMMON LAW.

PRO CONFESSO—
decrees taking bills, §§ 171, 172, pp. 614–622; § 189, p. 681.
see also TAKING BILLS PRO CONFESSO; SUBPOENA TO APPEAR AND ANSWER.

PRODUCTION—
of books and papers, affidavit for, § 332, p. 1061.

PROFERT—
of patent, in bill to enjoin infringement, § 146, pp. 528–529.

PROFESSIONAL CONFIDENCE—
defendant may demur to bill if his answer would involve a breach of, § 348, p. 1123.
see also EVIDENCE; PHYSICIAN.

PROHIBITION—
writ of, by Supreme Court, § 3, p. 8.

Vol. II begins at § 329, page 1053; Vol. III begins at § 670, page 2299.

PROHIBITION (continued)—
writ of, distinguished from injunction to stay proceedings in other courts, § 268, p. 853.
jurisdiction of courts to issue, § 456, pp. 1442,–1445.
included in the term "suit" for the purpose of a writ of error from the Supreme Court to State court, § 692, p. 2400.

PROHIBITORY INJUNCTIONS (see INJUNCTIONS).

PROOF (see EVIDENCE; PRACTICE AT COMMON LAW).

PROPERTY—
as conferring jurisdiction in equity, § 78, p. 316.
which cannot be reached by execution may be reached in equity, § 79, pp. 323, 324.
when custody acquired by fraud, § 52, p. 153.
remedy in case of dispute as to custody of, § 56, p. 172.
of debtor, remains in custody of court after his death, § 54, p. 164.
bill to set aside fraudulent transfer of property under order of court, § 54, p. 162.
custody does not prevent action *in personam*, § 52, p. 155.
in custody of State court, jurisdiction of Federal court over, § 52, pp. 151–158.
what court deemed to have custody of, § 52, pp. 155–157.
in custody of Federal court, what rules apply, § 52, p. 152; § 60, p. 179.
value of matter in dispute to confer jurisdiction, § 6, pp. 22–28.
right to assert claims against, when the United States sues *in rem*, § 95, p. 365.
in which a State has an interest, suits concerning, § 105, pp. 389, 390.
principle that no question affecting a person's, to be decided without his presence, applicable to equity, § 110, p. 402.
claimed by persons under inconsistent titles, § 112, p. 407.
held in trust, who necessary parties in suits affecting, § 113, pp. 415, 420, 422.
necessary parties in suits affecting partnership, § 113, p. 418.
person claiming title or interest in, when necessary party to suit affecting, § 120, p. 446.
petition to maintain infant out of his, § 253, p. 807.
injunction to restrain the alienation of, § 272, pp. 863, 864.
injunction to compel delivery of personal property, § 267, p. 853; § 282, p. 891.
over which receivers may be appointed, § 306, pp. 974–978.
attachment of, § 470, pp. 1531 1540.
how far local rules of property established by State court decisions are binding upon the Federal tribunals, § 477, pp. 1572–1573.
death, removal or expiration of term of marshal after taking property in execution, § 427, p. 1350.
security required on applying for *supersedeas*, § 703, p. 2482.
suits for delivery of, brought by assignee, § 63, p. 200.
suits by person claiming, from a common source, § 116, p. 428.
person in possession never a formal party to a suit to recover, § 118, p. 434; § 120, p. 449.
alternative relief for, obtained by fraud, § 138, p. 486.
prayer for relief against threatened injury, § 154, p. 560.
covered by insolvent assignment, § 53, p. 159.
in custody of State courts of probate, § 54, pp. 160–164.
receivers, § 55, pp. 164–169.
controversies between State and United States officials, § 56, pp. 169–173.
arising out of attachments, garnishee process and executions, § 56, pp. 169–173.

Vol. II begins at § 329, page 1053; Vol. III begins at § 670, page 2299.

PROPERTY (continued)—
effect of jurisdiction of another court over same cause, § 57, pp. 173–175.
custody, by another court, of person of accused, § 58, pp. 175–177.
of property by State court, where Federal courts exercise jurisdiction, § 59, p. 177.
see also RECEIVER.
PROSECUTION—
dismissal of bills for want of, § 362, p. 1168.
criminal, see CRIMINAL PROSECUTION.
PROVISIONAL INJUNCTIONS—
distinguished from other forms, § 262, p. 846; § 287, p. 901.
see also INJUNCTIONS.
PROVISIONAL REMEDIES—
common-law procedure respecting, § 453, p. 1424.
PUBLICATION—
service of process by, § 166, p. 591.
see SERVICE.
PUBLIC AUCTION—
sales at, by masters, § 394, pp. 1235–1255.
by marshals, § 427, p. 1349.
by trustees and receivers in bankruptcy, § 394, pp. 1240, 1241.
by referees in bankruptcy, § 628, pp. 2127, 2128.
PUBLIC LAWS—
how introduced in evidence, see EVIDENCE.
PUBLIC MINISTERS—
where sued, § 3, p. 3.
PUBLIC OFFICE—
defendant may demur to bill if his answer would involve a breach of confidence obtained in a, § 348, p. 1123.
PUBLIC OFFICER—
mandamus to compel performance of a duty by, § 105, p. 390.
how far the authority of the State is a defense for his acts, § 105, pp. 390–392.
PUBLIC POLICY—
ground for withholding injunction in patent cases, § 277, p. 874.
in other cases, § 284, p. 893.
ground for refusing application for receiver, § 3002, p. 948.
ground for preference in receivership, § 305, p. 956; § 308, p. 982.
PUBLIC PROPERTY—
when receiver cannot be appointed over, § 306, p. 976.
PURCHASERS—
suit against some in behalf of all, of land by one claiming an equitable title, § 116, p. 429.
when not necessary parties to bill to set aside a deed for sale of land, § 119, pp. 438, 439.
at master's sales, § 394, p. 1242–1255.
PURE FOOD & DRUGS ACT, § 411, p. 1288; § 607, pp. 2016–2019; § 387, p. 2357.
PURE PLEA—
defined, § 176, p. 632.
PURPRESTURES—
defined, distinction between nuisances and, § 274, p. 866.

Q.

QUALIFICATIONS—
of receiver, § 318, pp. 1022–1025.
master, § 385, pp. 1213–1214.

Vol. II begins at § 329, page 1053; Vol. III begins at § 670, page 2299.

QUIBUSDAM CERTIS DE CAUSIS—
writ of, § 160, p. 570.

QUI TAM—
survivability of actions to recover penalty under United States statute, § 216, p. 739.

QUO WARRANTO—
writ of, § 5, p. 15; § 468, pp. 1524–1527.
writ of error to judgment of State court on, § 468, p. 1526.
removal of proceedings upon, from State to Federal court, § 468, p. 1527; § 538, p. 1770.

R.

RAILROADS—
not compelled to perform contract to keep terminus or principal office in particular place, § 79, p. 319.
bill for specific performance of contract to construct, § 79, p. 319.
value of matter in dispute in a suit to enjoin the use of, § 13, p. 39.
suit to enjoin overcharges, value of matter in dispute, § 7, p. 29.
corporations, residence of, § 61, pp. 193, 194.
company not necessary party to suit against the receiver, § 119, p. 438.
suit by Interstate Commerce Commission against, § 119, p. 440.
compliance with Interstate Commerce Act compellable in certain cases
by injunction, § 283, p. 893.
by mandamus, § 457, pp. 1451, 1452.
receivers to manage, § 306, p. 975; § 307, p. 980.
power of receivers of, § 308, pp. 982–987.

RAILROAD BONDHOLDERS—
parties to suits on behalf of themselves and others similarly situated, § 114, p. 425.

RAILROAD COMMISSIONERS—
proceedings before, not removable, § 538, p. 1773.
enforcement of order of, unless an unconstitutional law, § 105, pp. 396, 397.

RAILROAD FORECLOSURE—
parties to, § 112, p. 408; § 113, p. 420; § 114, p. 425; § 118, p. 433; § 119, p. 440; § 120, p. 448.
service by publication in cases of, § 166, p. 593.
decrees in, § 394, p. 1236; § 400, p. 1264.
sales under, § 394, p. 1236; § 404, p. 1273.
appointing receiver in, § 302, p. 946.
terms upon appointing receivers in, § 305, p. 956.
see FORECLOSURE; PREFERENCES; RECEIVERS.

RAILROAD LEASE—
practice of receivers in regard to, § 305, p. 961; § 308, pp. 982–987.
specific performance enforced, § 79, p. 330.
parties to suits affecting, § 113, p. 422.
parties to suit to restrain construction under, § 120, p. 445.

RAILROAD MORTGAGE—
trustee under, when necessary parties to suits affecting property covered by, § 113, p. 420.
when trustees of, need not be made parties to bondholder's foreclosure suit, § 118, p. 433.
bill to set aside foreclosure to contain an offer, § 153, p. 554.
necessary parties in suits by stockholders to set aside foreclosure of, § 120, p. 448.
sales under, § 394, p. 1236.
see MORTGAGE; FORECLOSURE; APPEALS; RECEIVERS.

Vol. II begins at § 329, page 1053; Vol. III begins at § 670, page 2299.

REAL ACTIONS—
cannot be revived, § 216, p. 738.
security required on applying for *supersedeas* in, § 703, p. 2485.
REAL PROPERTY—
bill for possession of, § 79, p. 326.
suit for delivery of, § 63, p. 200.
person in possession never a formal party, § 118, p. 434.
service by publication in action for, § 166, p. 591.
required for United States government, practice in condemnation proceedings to acquire, § 482, p. 1610.
see also EXECUTION; LAND.
REARGUMENT—
in Supreme Court, § 705, p. 2512; § 708, pp. 2532–2535.
RECEIPTS—
to be taken by receivers, § 312, p. 1004.
RECEIVER—
manner of applying for the appointment of, § 315, pp. 1017–1021.
who may apply for the appointment of, § 316, p. 1021.
effect of State statute authorizing appointment, § 82, p. 344.
not admitted to be assignees, § 63, p. 205.
property in the custody of, § 55, pp. 164–169.
not appointed to levy or collect tax, § 79, p. 325.
cannot enforce collateral obligation given creditors, § 79, p. 325.
of national banks, suits by and against, § 35, p. 93.
of federal corporations, suits by and against, § 36, 93.
of federal courts, suits by and against, § 37, p. 94.
jurisdiction in suits against, § 37, p. 94; § 313, pp. 1009–1011.
service of process on agent of, § 164, pp. 385, 386.
rights of purchasers from, § 270, p. 857.
capacity of foreign, to sue, § 93, pp. 361–363.
when cannot be sued, § 94, p. 363.
when expenses for infant will not be advanced not of funds in hands of, § 106, p. 400.
who necessary parties on a bill to foreclose a mortgage praying for, § 112, p. 407.
bill by, of national bank for loss caused by negligence of directors, § 137, p. 478.
motion for appointment of, when can be made, § 315, pp. 1017–1019.
petition for leave to sue, § 253, p. 807; § 314, p. 1011.
defined, § 301, p. 937.
when will be appointed, § 55, p. 165; § 303, p. 948.
rules regulating the appointment, § 303, p. 948.
ancillary receivers, § 204, pp. 949–956.
terms upon the appointment of receivers, and preferences in foreclosure suits, § 305, pp. 956–974.
property over which receivers may be appointed, § 306, pp. 974–978.
powers of receivers in general, § 307, pp. 978–982.
of railroads, § 308, pp. 982–987.
receivers' certificates, § 309, pp. 987–994.
advice to receivers, § 310, pp. 994, 995.
litigation by receivers, § 311, pp. 995–1003.
interference with duties of, § 311, p. 999.
duties of, § 312, pp. 1003–1007.
liability of, § 313, pp. 1007–1011.
who should be appointed, § 318, pp. 1022–1025.
may be appointed before appearance, § 315, p. 1018.
receiver appointed by State court cannot be sued, without permission of his court, § 55, p. 167.
property in custody of receiver, § 55, pp. 164–169.

Vol. II begins at § 329, page 1053; Vol. III begins at § 670, page 2299.

RECEIVER (continued)—
Federal court cannot interfere with property in State receivers' hands, § 55, p. 164.
appointment of ancillary, by District Court, § 60, pp. 179, 180.
of national bank, suits by, § 5, p. 15; § 35, p. 93.
suits against, § 35, p. 93; § 314, pp. 1011–1017.
of Federal corporations, suits by and against, § 36, pp. 93, 94.
ancillary jurisdiction over, § 51, pp. 144–148.
of an estate, parties to suit by creditor of the estate, § 113, p. 416.
of a corporation, parties in suit against to foreclose a lien, § 113, p. 416.
of national bank, necessary parties to suit to recover assessment erroneously made by the comptroller, § 113, p. 416.
upon a creditors' bill, not a necessary party to an ancillary foreclosure suit, § 113, p. 417.
of a corporation, when a necessary party to suit, § 113, p. 417.
of a bank, when a proper party to suit against the bank, § 113, p. 417.
railway company not a necessary party to suits against, § 119, p. 438.
service of subpœna on receiver of foreign railroad, § 163, p. 578.
appeals from order appointing, § 300, p. 929.
appeals by, § 311, pp. 1001, 1002; § 697, p. 2445.
manner of appointment, § 317, pp. 1021, 1022.
security by, § 319, pp. 1025–1027.
accounts of, § 79, p. 332; § 321, pp. 1030–1033.
compensation of, § 332, pp. 1033–1036.
removal of, § 323, pp. 1036–1038.
discharge of, § 324, pp. 1039–1041.
may be put in possession by means of writ of assistance, § 400, p. 1386.
appeals from orders appointing receivers, § 325, p. 1042.
see BANKRUPTCY.

RECEIVERS' CERTIFICATES (see RECEIVERS).

RECEIVER OF NATIONAL BANK—
suits by and against, § 35, p. 93.
value of matter in dispute in suit against, § 9, p. 33.
see RECEIVERS.

RECITALS—
in decrees, § 404, p. 1269.

RECOGNIZANCE—
by receiver, § 319, p. 1025.

RECONVENTIO—
of the later civil law, the origin of cross-bill, § 197, p. 690.

RECORD—
proof of, § 333, pp. 1063, 1064.
pleas of matter of, § 186, pp. 652–669.
introduction of, in evidence, § 333, p. 1065.
filing of, after removal to Federal Court, § 553, pp. 1877–1882.
affidavits to show value of matter in dispute where the same does not appear in the record, § 696, p. 2444.
failure of plaintiff in error to docket case and file record in time, § 704, p. 2503.
authentication on return of writ of error, § 704, p. 2505.
defendant in error may, if he chooses, docket the cause and file the record, § 704, p. 2505.
printing, on appeals and writs of error, § 706, p. 2521.

RECORDING ACTS—
how far Federal tribunals follow recording acts of the States in which they are held, § 82, p. 347; § 477, p. 1576.

Vol. II begins at § 329, page 1053; Vol. III begins at § 670, page 2299.

REDEMPTION—of mortgaged property, § 83, p. 348.
State statute giving mortgagor right of, enforceable in Federal courts, § 82, p. 347.
when mortgagor who has sold equity of, is a necessary party to foreclosure, § 112, p. 407.
bill for, must contain offer to pay what is due thereon, § 153, p. 554.

REFERENCE—
of bills for scandal and impertinence, § 237, p. 780; § 238, p. 783.
ordered upon hearing to master to take accounts and assess damages, § 377, p. 1202.
costs where master reports in favor of plaintiff for nominal damages, § 410, p. 1285.

REFERENCE (continued)—
State statute providing for a compulsory reference, effect of, in Federal court, § 475, p. 1564.
in suit by next friend for an infant, § 90, p. 357.
in suit for injunction to protect copyright, § 278, p. 884.
see also MASTER; BANKRUPTCY.

REFORMATION—
of instruments, § 79, p. 320; § 671, p. 2303.
of insurance policy, when bill for, is ancillary, § 51, p. 145.
bill for, and also for enforcement of the reformed agreement is not multifarious, § 142, p. 507.

REHEARING—
in Supreme Court and Circuit Courts of Appeals, § 708, pp. 2532–2595.
see also CORRECTIONS OF DECREE OTHERWISE THAN BY APPEAL.

RE-ISSUED PATENT—
allegations as to, in bill to enjoin infringement, § 146, p. 531.
demurrer to bill for injunction to restrain infringement of, § 367, p. 1182.
plea to bill for injunction to restrain infringement of, § 188, p. 680.

REJECTED CLAIMS—
when suits lie as against United States, § 5, p. 17; § 96, pp. 366–375; § 671, p. 2301.

RELATOR—
under English practice, § 131, p. 460.
effect of death of, upon proceeding, § 131, p. 461.
motion on behalf of, under an information, § 251, p. 802.
on application for mandamus, § 459, p. 1462.

RELIEF—
decision to provide for all the rights which different persons have in the matters decided, § 110, p. 402.
distinction between courts of law and equity as to affording complete, § 110, p. 403.
consent to, as affecting necessary parties, § 122, p. 452.
demanded, may be stated in the alternative, § 138, p. 485; § 154, pp. 557, 558.
prayer for, § 754, pp. 557–561.
classification of demurrers to, § 367, p. 1180.
notice of motion for general, § 21, p. 801.

RELIGIOUS FEELINGS—
injunction will not be issued to prevent mere outrage of, § 284, p. 893.

REMAINDER-MEN—
whether necessary parties in suits affecting estate, § 113, pp. 419, 420.
may join tenant for life to protect estate, § 140, p. 494.

REMAND—
in general, § 556, pp. 1910–1926.

Vol. II begins at § 329, page 1053; Vol. III begins at § 670, page 2299.

REMAND (continued)—
costs imposed upon, § 556, p. 1925.
whether a second petition can be filed for removal after a case has been remanded, § 554, p. 1892.
causes improperly or collusively removed to Federal court, § 556, p. 1910.
no appeal from order for remand, § 557, p. 1926.

REMEDIAL WRITS—
as distinguished from other forms of injunctions, § 262, p. 846.
see INJUNCTIONS.

REMEDY—
dismissal of bill for plaintiff's failure to elect whether he will proceed at law or in equity, § 368, p. 1185.
how far State statutes affecting are followed in Federal tribunals, § 477, p. 1573.

REMEDY AT LAW—
when there is no adequate, equity relieves, § 79, p. 317; § 82, p. 342.
what is deemed an adequate, § 79, p. 334; § 81, p. 338.
that which existed when judiciary act of 1789 was adopted is the test, § 81, p. 337.
when same or adequate at law by statutes as in equity, § 81, p. 338; § 82, p. 342.
a statement that plaintiff is without, no longer necessary in bills, § 133, p. 467.
objection that plaintiff has an adequate, must be specifically raised in answer, § 376, p. 1200.
injunctions to prevent irreparable injury for which the remedy at law is inadequate, § 267, p. 852.
injunctions will not be issued when party has a, § 284, p. 894.
see also INJUNCTIONS.

REMITTITUR—
not considered as amendment of pleading, § 211, p. 723; § 480, p. 1601.
plaintiff filing, § 480, p. 1601.

REMOVAL—
of State or municipal officer not enjoined, § 79, p. 329.
from office by *quo warranto*, § 468, p. 1524.
of receivers, § 323, pp. 1036–1038.

REMOVAL TO FEDERAL COURT—
of case in which State court has taken possession of property, § 57, p. 175.
after appointment of receiver, § 55, p. 167.
pleadings must show value of matter in dispute, § 6, p. 26.
record must show some disputed construction of statute will arise, § 24, p. 57.
of suits brought against receiver, § 51, pp. 146, 147.
whether filing petition for, constitutes an appearance, § 169, p. 609.
plea in abatement for want of jurisdiction, § 556, p. 1915.
dismissal of bill for collusive jurisdiction, § 363, p. 1169.
costs in actions on removal, § 407, p. 1279.
of *habeas corpus* proceeding, § 461, p. 1481.
order of State court directing an examination of witnesses, when avoided by, § 359, p. 1162; § 555, p. 1905.
removal of causes from one Federal court to another, § 537, pp. 174–1763.
facts authorizing, and procedure, § 537, pp. 1754–1763.
causes which may be removed from a State court to a District Court of the United States, § 537, p. 1755.
separable controversies, § 541, pp. 1787–1806.
practice on removal in general, § 544, pp. 1827–1832.

Vol. II begins at § 329, page 1053; Vol. III begins at § 670, page 2299.

REMOVAL TO FEDERAL COURT (continued)—
for prejudice or local influence, § 549, pp. 1857–1868.
on removal of suits containing controversies between citizens of the same State claiming land under grants of different States, § 550, pp. 1868, 1869.
on removal of suits against revenue officers and officers of either House of Congress, § 551, pp. 1869–1874.
on removal of cases arising under civil rights laws, § 552, pp 1874–1877.
notice of application for removal, § 544, p. 1828.
filing of record after removal, § 553, pp. 1877–1882.
practice after removal of cause, § 554, pp. 1882–1892.
effect of removal, § 555, pp. 1893–1910.
remand, § 556, pp. 1910–1926.
cases which are subject of removal, § 538, pp. 1764–1780.
removals when there are improper parties plaintiff, § 539, pp. 1780–1781.
removals when there are improper parties defendant, § 540, pp. 1781–1787.
parties who may remove cases, § 542, pp. 1806–1812.
time of removal, § 543, pp. 1813–1827.
petition for removal, § 545, pp. 1832–1846.
amendment of petition, § 546, pp. 1846–1850.
bond, § 547, pp. 1850–1856.
order of State courts upon removal, § 548, pp. 1856–1857.
what is prejudice or local influence, § 549, pp. 1857–1868.
time of removal for prejudice or local influence, § 549, pp. 1864–1865.
presentation and filing of petition for removal for prejudice or local influence, § 549, p. 1857.
petition and affidavit as to prejudice or local influence, § 549, pp. 1865–1866.
notice of application for removal because of prejudice or local influence, § 549, p. 1867.
hearing and rehearing upon application for removal because of prejudice or local influence, § 549, p. 1867.
order upon removal for prejudice or local influence, § 549, p. 1868.
review of order of remand, § 557, pp 1926–1928.
review of order denying remand, § 558, pp. 1928–1930.
proceedings after remand, § 559, p. 1931.
second removal, § 391, p. 1593.

RENEWING MOTION—
in Federal court after removal of cause, § 555, p. 1906.

REPLEVIN—
jurisdiction over, § 5, p. 12; § 63, p. 200.
security required on applying for *supersedeas* in, § 703, p. 2485.

REPLICATION—REPLY—
special, not allowed, § 202, p. 708.
definition and history of, § 202, pp. 708, 709.
when should be filed, § 203, pp. 709–712.
effect of, § 204, p. 712.
frame of, and requisites, § 205, pp. 712, 713.
signature to, § 205, p. 713.
amendments of, § 203, p. 710.

REPLY CLAUSE—
in bills, see BILLS.

REPORT—
of master, § 392, pp. 1230, 1231.

REPRESENTATIVES—
when necessary to suits for specific performance, § 112, p. 409.

Vol. II begins at § 329, page 1053; Vol. III begins at § 670, page 2299.

REPRESENTATIVES (continued)—
general rules as to making parties where the law has furnished, § 113, pp. 415-423.

REPRESENTATIVES (continued)—
exemption of, from service of process, § 167, pp. 602, 603.
when writ of *ne exeat republica* cannot be issued against Federal, § 327, p. 1046.
see also ADMINISTRATORS; EXECUTORS; PERSONAL REPRESENTATIVES.

REPRESENTATIVES OF A CLASS—
suits by, § 114, pp. 423–426.
to what extent the absent members of the class are bound by a decree against, § 115, p. 428.

RESALE—
when will be ordered, § 394, p. 1252.

RESIDENCE—
not conclusive of citizenship, § 46, p. 126.
as a limitation upon jurisdiction, § 61, pp. 181–196.
who may object, § 61, p. 195.
when objection waived, § 61, p. 195.
failure to allege, § 61, p. 195.
when limitation does not apply, § 61, p. 194.
in judicial divisions, § 61, p. 193.
defect in bill on account of, waived by appearance, § 170, p. 611.
limitations upon jurisdiction of Federal courts by, § 61, p. 193.
in what State corporation deemed to have a, § 47, p. 133.
averments as to, in bills, § 135, p. 469.
when defects of, can be raised by demurrer, § 367, p. 1183.
failure to state in bill a ground of demurrer, § 367, p. 1183.
of petitioner to be stated in petition for intervention, § 254, p. 809.
of defendant, as affecting right to remove cause from State to Federal court, § 537, p. 1758.

RES ADJUDICATA, § 537, p. 1758.

RESTRAINTS
bill to protect trade and commerce against, § 5, p. 17.
see MONOPOLIES.

RESULTING TRUSTS—
as subjects of equity jurisdiction, § 79, p. 320.

RETURN—
of service of subpœna, § 163, p. 575.
of process in admiralty, § 568, p. 1955, 1956.
by marshal to writ of attachment for contempt, § 433, p. 1379.
to writ of *habeas corpus*, § 466, p. 1513.
to writ of error or appeal, § 704, pp. 2494–2507.
motion to dismiss writ of error because no assignment of errors is attached to return, § 704, p. 2505; § 707, pp. 2528, 2529.

RETURN DAY—
of writ of error or appeal, § 699, p. 2463, 2464.
writs of error to be served before, § 699, p. 2468.
see AMENDMENT.

REVENUE APPEALS—
may be advanced on calendar of Supreme Court by motion of Attorney-General, § 707, pp. 2525, 2526.

REVENUE LAW—
suits under, § 5, p. 13.
writs of error in civil action brought by the United States in the District Court for enforcement of, § 688, p. 2374; § 707, p. 2525.

Vol. II begins at § 329, page 1053; Vol. III begins at § 670, page 2299.

REVENUE OFFICER—
recovery against, execution, § 427, pp. 1350, 1351.
practice on removal of suits against, § 551, pp. 1869–1874.
writs of error in actions against, § 688, p. 2373.
see also WRITS OF ERROR AND APPEALS.

REVERSAL—
power of appellate court to order, § 687, p. 2360.

REVIEW—
bills of, § 132, p. 466.
bills of, and bills in nature of, §§ 446–450, pp. 1400–1416.
see also WRITS OF ERROR AND APPEALS.

REVIVING SUIT—
dismissal of bill for failure to perfect or revive suit, § 362, p. 1168.
see BILLS OF REVIVOR.

REVIVOR—
bills of, not original, § 132, p. 466.
dismissal of bill for failure to perfect or revive suit, § 362, p. 1168.
common-law procedure respecting, § 453, p. 1424.
of suits, § 218, pp. 744, 745.
of writs of error and appeals, § 692, pp. 2393–2409.
bill of Federal court, § 51, p. 143.
when to be filed to cross-bill, § 201, p. 707.
see also BILLS OF REVIVOR; SERVICE.

RHODE ISLAND—
constitutes one judicial district, § 66, p. 248.
times and places of holding court therein enumerated, § 66, p. 248.
the district of, included within First Circuit, § 4, p. 8.

RIGHT—
of navigation, § 79, p. 329.
purely political, not protected by equity, § 79, p. 329.
in abstract never practically exercised, not protected by equity, § 79, p. 329.
privilege or immunity secured by Constitution of United States, § 5, p. 15.
bill praying for relief against invasion of a political and a property, § 154, p. 560.

ROMAN LAW (see CIVIL LAW).

RULES OF DECISION—
in trials at common law, § 477, pp. 1567–1580.
of State court made prior to removal to Federal court will usually be followed in the latter after removal, § 555, p. 1007.
upon a hearing, § 375, pp. 1196–1197.
see INTERLOCUTORY INJUNCTION.

RULES OF PRACTICE—
promulgated by United States Supreme Court, Circuit Court of Appeals, Circuit and District Courts, § 84, pp. 350, 353.
cannot enlarge the jurisdiction, § 84, p. 352.
in equity, App. pp. 2860–2882.
for courts of the United States in admiralty, App. pp. 2883–2894.
of the Supreme Court, App. pp. 2895–2913.
of the Circuit Court of Appeals, App. pp. 1914–2958.
admiralty rules of the Circuit Court of Appeals for the Second and Ninth Circuit, App. p. 2959.
of Court of Claims, App. p. 2959.

Vol. II begins at § 329, page 1053; Vol. III begins at § 670, page 2299.

S.

SALARY—
suits to recover, against United States, § 5, p. 17; § 95, pp. 366, 367; § 671, p. 2301.

SALE—
bill to set aside, what to contain, § 153, p. 554.
injunctions to prevent sale and transfers of chattels, § 272, p. 864.
injunction to prevent sale of land, § 270, pp. 857, 859, 860.
by masters and other officers, § 394, pp. 1235–1255.
in admiralty, § 586, pp. 1975, 1976; § 587, pp. 1976–1977.
bill against executor to set aside a sale made by decedent, some of the heirs being unknown, § 116, p. 429.
alternative relief from a fraudulent, § 138, p. 486.
see FORECLOSURE.

SALE OF LAND—
injunctions to restrain, § 267, p. 852.

SCALPERS—
when may be enjoined from selling tickets § 79, p. 325, § 267, p. 853.

SCANDAL—
and impertinence in pleadings, §§ 237, 238, pp. 780–785.
striking out, § 239, pp. 785–787.
party in contempt moving to expunge scandal from record, § 251, p. 802.
allowing costs against pauper for, § 413, p. 1293.
petitions to be free from, § 254, p. 808.
remedy by one not a party to the suit, § 258, p. 821.

SCILICET—
in affidavit, § 337, p. 1083.

SCIRE FACIAS—
subpœna in the nature of a, the ancient practice of reviving suits, § 221, p. 750.
writs of, § 3, p. 8; § 469, pp. 1527–1530.
when barred by State statute of limitation, § 218, p. 744; § 469, pp. 1529, 1530.

SEAL—
to bond, on removal, § 547, pp. 1851, 1853.
of court to writs of error, § 699, p. 2465.
warrant void unless under seal, § 486, p. 1620.

SECOND PETITION—
whether can be filed for removal of cause to Federal court after case has been remanded, § 554, p. 1892.

SECRETARY OF INTERIOR—
when enjoined from selling certain land, § 100, p. 381.

SECRETARY OF TREASURY—
recovery against collector or revenue officer acting under orders of execution, § 427, p. 1351.
condemnation proceedings by, § 482, p. 1609.
claims approved by, § 96, p. 368.

SECURITY—
marshaling of, as a subject of jurisdiction in equity, § 79, p. 322.
when required upon injunction by State statute, 383, p. 349.
by receiver, § 319, pp. 1025–1027.
given in a cause prior to removal to Federal court, effect of removal on same, § 555, p. 1893.
an appeal is taken when it is allowed, although security is not filed till after the statutory limit, § 698, p. 2461.
in admiralty, § 562, p. 1947; § 570, p. 1957.

Vol. II begins at § 329, page 1053; Vol. III begins at § 670, page 2299.

SECURITY (continued)—
on writ of error or appeal, § 702, pp. 2479–2482.
requisite to obtain *supersedeas*, § 703, p. 2482.
not required in writs of error in criminal prosecutions, § 702, p. 2481.
on writ of error from Supreme Court to State courts, § 692, p. 2398.
motion to dismiss appeal or writ of error for frivolousness denied when united with motion to dismiss for defect in bond, § 705, p. 2508.
for costs, § 425, pp. 1339–1342.
see also BAIL; RECOGNIZANCE; UNDERTAKING.

SECURITY FOR COSTS—
plaintiff in error or appellant to give undertaking or other security to clerk of United States Supreme Court, § 702, p. 2480.
see also COSTS.

SEIZURE—
suit for seizures on land and water, § 5, p. 21.
under unconstitutional law, § 96, p. 375.

SENATE—
introducing in evidence extracts from journal of, § 333, p. 1065.
proof of documents published by authority of, § 333, p. 1065.

SENATORS—
exemption of, from service of process, § 167, p. 602.
when writ of *ne exeat republica* cannot be issued against, § 326, p. 1045.

SEPARABLE CAUSES OF ACTION—
removal of District Court in certain cases of, § 541, p. 1787.

SEPARABLE CONTROVERSIES (see REMOVAL OF CAUSES).

SEPARATE ESTATE—
of married women, see MARRIED WOMEN; BILL.

SEQUESTRATION—
definition of, § 439, p. 1384.
writ of, when will be issued, § 189, p. 681.
of goods, effect upon, of removal of cause to Federal court, § 555, p. 1902.
see also ENFORCEMENT OF DECREES AND ORDERS.

SEQUESTRATORS—
appointment of, § 439, p. 1385.
may be put in possession by means of writ of assistance, § 440, p. 1386.

SERVANT—
how far decisions of State courts upon law of master and servant are binding upon Federal tribunals, § 477, p. 1569.
see also NEGLIGENCE.

SERVICE—
by publication, § 166, pp. 590–601.
in what cases allowed, § 166, pp. 593–595; § 201, p. 703.
order for, must be served personally, § 166, pp. 590, 591, 598.
what the affidavit must contain, § 166, pp. 598–600.
of process in suits against States, § 3, p. 7.
in suits for claims against the United States, § 97, p. 376; § 98, p. 379.
on Sunday, § 163, pp. 576, 577.
substituted, of subpœna, § 165, pp. 587–590.
upon an attorney out of the jurisdiction, § 165, pp. 587, 588.
of bills, not original, § 165, p. 588.
of cross-bills, § 165, p. 589.
by fraudulent means, § 167, pp. 604, 605.
of a petition, § 251, p. 809.

Vol. II begins at § 329, page 1053; Vol. III begins at § 670, page 2299.

SERVICE (continued)—
of subpœna *ad respondendum*, rules relative to, §§ 163–167, pp. 574?605.
affidavit of, formalities in, § 336, p. 1083.
of subpœna *ad testificandum*, § 342, pp. 1105–1109.
fact of service of process upon defendant should appear affirmatively upon face of decree, § 404, p. 1270.
of writ of attachment for contempt, § 433, pp. 1377, 1378.
of pleading, how far State practice respecting is followed, § 453, p. 1426.
of writ and process, how far State practice followed respecting, § 453, p. 1425; § 455, pp. 1440, 1441.
of writ of error, § 699, p. 2468.
failure to serve citation on defendants in error, § 699, p. 2463.
of subpœna, see also PROCESS; SUBPOENAS TO APPEAR AND ANSWER; TIME.

SET-OFF—
in suit brought by the United States, § 95, p. 365.
in answer, § 198, pp. 684, 697, 698; § 200, p. 703.
in bankruptcy, § 648, pp. 2207–2209.
as a subject of jurisdiction in equity, § 79, p. 322.

SHAREHOLDERS—
efforts of plaintiffs to secure action by directors or trustees or on part of stockholders to be set forth, § 145, p. 515.
obtaining injunction in suit affecting corporation, § 264, p. 848.
see also STOCKHOLDER.

SHERIFF—
remedy of, when goods in his custody seized by marshal, § 56, p. 170.
injunction against, § 270, p. 859.
see RETURN.

SHIP—
injunction to restrain sailing of a, § 267, p. 852.

SICKNESS—
of judge, who to act in case of, § 256, p. 816.

SIGNATURE—
of plaintiff, § 155, p. 562.
of solicitor to pleading, § 155, p. 561.
of counsel to bill, § 155, p. 561.

SIGNATURE—
of solicitor to amendments, § 210, p. 719.
to notice of motion, § 251, p. 800.
of counsel, when necessary to petition for intervention, § 254, p. 808.
to affidavit, § 338, p. 1086.
to bills of exceptions, § 479, p. 1589.
of clerk to authentication of record on appeal, § 704, p. 2494.

SIX MONTHS' RULE—
preferences in railroad foreclosure suits regulated by, § 305, p. 968.

SLANDERS—
rarely if ever enjoined, § 79, p. 329; § 284, p. 896.

SLAVE TRADE—
jurisdiction of suits under laws relating to, § 5, p. 13.

SOLICITOR—
signature of, to bill, § 155, p. 561.
to sign notice of motion, § 251, p. 800.
signature of, to petition for intervention, § 254, p. 808.
costs as between solicitor and client, § 422, pp. 1335–1337.

SOLICITOR-GENERAL—
right of precedence, § 252, p. 803.
when he may sign a bill in place of the attorney-general, § 131, p. 464.

Vol. II begins at § 329, page 1053; Vol. III begins at § 670, page 2299.

SOLICITOR OF THE TREASURY—
introduction of papers, etc., in the office of, in evidence, § 333, p. 1065.
SOUTH CAROLINA—
divided into two districts, § 66, p. 248.
counties, times and places of holding court therein enumerated, § 66, p. 249.
districts of, included within Fourth Circuit, § 4, p. 9.
SOUTH DAKOTA—
constitutes one judicial district, § 66, p. 249.
times and places of holding court in, § 66, pp. 249, 250.
districts or, included within Eighth Circuit, § 4, p. 9.
SOVEREIGNS—
when cannot be sued, § 94, p. 363.
SPECIAL APPEARANCE—
defined, § 168, p. 606.
SPECIAL DAMAGE—
necessity of alleging, to obtain injunction, § 264, pp. 848, 849.
SPECIAL INJUNCTIONS—
distinguished from other forms, § 262, p. 846, § 288, p. 902.
see also INJUNCTIONS.
SPECIAL RELIEF—
pending suit, prayer for, § 133, p. 469; § 154, pp. 557–561.
SPECIAL REPLICATIONS—
not allowed, § 202, p. 708.
long obsolete, § 202, p. 708.
SPECIFIC CHATTEL—
injunction to restrain alienation of, § 267, p. 852.
SPECIFIC PERFORMANCE OF CONTRACT—
as a ground of equitable jurisdiction, § 79, pp. 318, 319, 333; § 81, p. 338.
effect of State statute, § 82, p. 346.
for land by an heir, § 119, p. 438.
against joint tenants, § 119, p. 438.
bill to enforce against officer of State, § 120, p. 443.
of a decree, joinder of complainants, § 140, p. 493.
cross-bill need not be filed in actions for, § 197, p. 690.
of contract of insurance, § 79, p. 318.
for purchase of stock of merchandise, § 79, p. 319.
for sale of patent right, § 79, p. 318.
for maintenance and operation of telegraph line upon railroad company's right of way, § 79, pp. 319, 333.
to build, § 79, p. 319.
not enforced when defendant has power of revocation, § 79, p. 319.
to sell corporate stock, when not enforced, § 79, p. 318.
to build bridge when not enforced, § 79, p. 319.
as against State, § 105, pp. 392, 393.
who necessary parties to suits for, § 112, p. 409, § 120, p. 443.
alternative relief in action for, § 138, pp. 486, 488.
bill for, what to contain, § 153, p. 556.
limitations on jurisdiction over suit for, by assignee, § 63, pp. 203, 205.
injunctions to enforce, of covenants and other contracts affecting land, § 265, p. 850.
injunctions to compel the performance or prevent the breach of contracts not affecting land, § 281, pp. 889–891.
Lord St. Leonard's Act permitting master to execute deed or other written instrument in the name of party who refuses to do so, § 441, pp. 1387, 1388.

Vol. II begins at § 329, page 1053; Vol. III begins at § 670, page 2299.

SPONSIO JUDICIALIS—
the possible origin of feigned issues, § 381, p. 1406.

STARE DECISIS—
rule of, how far applied in equity, § 78, p. 315.

STATES—
jurisdiction of controversies between, § 1, p. 1; § 3, p. 3; § 5, p. 21; § 104, p. 384.
jurisdiction of controversies between citizens of different, § 1, p. 1; § 5, p. 12.
not affected by laches, § 181, pp. 647, 648.
controversies as to boundaries, § 3, pp. 4, 7; § 104, p. 385.
cannot compel appearance of, in certain cases, § 3, p. 7.
cannot maintain bill to protect political right, § 3, p. 4; § 79, p. 328.
cannot obtain order against another State to require return of fugitive, § 3, p. 4.
effect of the Eleventh Amendment to the Constitution of the United States on suits against, § 105, pp. 387, 388.
suits where State is interested, though not a formal party, § 105, p. 390.
when suits against State officers are not suits against States, § 105, p. 390.
cannot be sued without its consent, § 105, p. 387.
cross-bill may be brought against, § 105, p. 388.
effect of statute giving right to sue in State courts, § 105, p. 388.
controversies between, confined to questions of property, § 104, p. 384.
not political questions, § 104, p. 384.
suits by, to enforce payment of bonds by another State, § 104, p. 385.
service of subpœna on, § 164, p. 579.
bill by, § 3, pp. 4, 5.
where sued, § 3, pp. 4, 5.
practice when sued in Supreme Court, § 3, p. 5.
controversies affecting, jurisdiction of United States Supreme Court over, § 3, pp. 3–8.
jurisdiction of Federal courts in controversies between citizens of different, § 40, p. 98.
jurisdiction of Federal courts in cases of conflicting grants by different, § 50, p. 142.
laws of, declaring person civilly dead, as preventing filing bill in equity, § 85, p. 354.
as plaintiffs to bill in equity, § 86, p. 354.
when cannot be sued, § 94, p. 363; § 105, p. 391.
as defendants, liability of, to suits by private persons, § 105, p. 389.
specific performance as against a, § 105, p. 393.
as defendant, liability to suit by another State, § 104, p. 385.
whether a tribe of Indians constitutes a foreign, § 104, p. 382.
when indispensable party, § 120, p. 443.
statute of, authorizing one or more members of unincorporated association to represent the others in the courts, § 113, p. 418.
necessary parties to suit against, to restrain illegal tax, § 119, p. 442.
when not necessary parties, § 105, p. 392; § 120, p. 443.
when necessary party to a decree, § 105, p. 392; § 120, p. 443.
preference given to certain cases wherein a State is interested, § 707, p. 2526.
liberal amendments in favor of, § 206, p. 715.
public acts of, how introduced in evidence, § 333, p. 1077.
how far the practice of the State courts is followed in Federal courts, § 453, pp. 1422, 1423.
court of, has not power to grant a writ of *habeas corpus* to a person held under color from the United States, § 461, p. 1474.
laws of, when to be regarded as rules of decision, § 477, p. 1567.
see also PRACTICE AT COMMON LAW.

Vol. II begins at § 329, page 1053; Vol. III begins at § 670, page 2299.

STATE COURTS—
jurisdiction over cases affecting ambassadors, ministers and consuls, § 1, p. 1.
property in custody of, jurisdiction of Federal court over, § 52, pp. 153–158.
when custody acquired by fraud, § 52, p. 153.
what deemed possession by, § 52, p. 153.
remedy in case of dispute between State sheriff and Federal marshal as to custody of property, § 56, p. 172.
when suits are pending in State and Federal courts for the same cause, § 57, p. 173.
concurrent jurisdiction, § 5, pp. 18–20; § 57, p. 174; § 60, p. 180.
how far, can interfere by injunction with matters in Federal courts, § 269, p. 856.
when decisions of, binding upon Federal tribunals, § 477, pp. 1570–1580.
rules of decisions made by, prior to removal to Federal tribunals, will usually be followed in the latter after removal, § 555, pp. 1893, 1894.
writs of error from Supreme Court to State courts, § 692, pp. 2393–2409.
see also REMOVAL OF CAUSE.

STATE OF FACTS—
inconsistent, in bills, § 138, pp. 485, 489.
using, on references before master, § 390, pp. 1227, 1228.
see also FACTS; FINDINGS.

STATE OFFICER—
removal not enjoined, § 79, p. 329.
quo warranto affecting, § 5, p. 15; § 468, p. 1526.
jurisdiction of suits against, § 105, pp. 390–396.
mandamus to compel performance of duty, § 105, p. 391.
how far he can use the authority of the State as a defense for his acts, § 105, p. 390.

STATE PRACTICE (see PRACTICE AT COMMON LAW).

STATE STATUTE—
diminishing or destroying an equitable remedy, § 83, p. 348.
enlarging powers of courts of common law, § 83, p. 348.
giving courts of probate exclusive jurisdiction, § 83, p. 348.
regulating practice in courts of equity, § 83, p. 348.
requiring tender by mortgagor before filing bill for redemption, § 83, p. 348.
regulating foreclosure of mortgages, § 82, p. 345; § 83, p. 348.
regulating redemption of mortgages, § 82, p. 342; § 83, p. 348.
requiring bond upon injunction, § 83, p. 349.
requiring leave from a State court before suing upon judgment, § 83, p. 348.
requiring presentation of claim to comptroller before suing, § 83, p. 348.
influence on Federal courts of equity, §§ 82, 83, pp. 342–350; § 181, pp. 645–648.
giving remedy at law does not affect Federal equity jurisdiction, § 81, p. 340.
forbidding an injunction against the collection of illegal taxes, § 83, p. 349.
regulating security for injunctions, § 83, p. 349.
determining what shall constitute notice of pending suit, § 83, p. 349.
authorizing appearance by general guardian of infant not served, § 83, p. 349.

Vol. II begins at § 329, page 1053; Vol. III begins at § 670, page 2299.

STATE STATUTE (continued)—
providing for suits against a county in a specified court, § 83, p. 349.
authorizing suit by debtor to compel cancellation of securities for a usurious debt, § 82, p. 345.
authorizing a suit transferred from equity side to law side followed, § 83, p. 350.
concerning suits pending by or against consolidated corporations, § 83, p. 350.
imposing assessments upon streets, § 82, p. 344.
authorizing injunction to be granted, § 82, p. 344.
authorizing vendors' liens, § 82, p. 345.
concerning assignees of insolvents, § 82, p. 345.
authorizing decree of specific performance, § 82, p. 346.
creating an exclusive remedy, § 82, p. 347.
providing for enforcement of remedy in specific court, § 82, p. 342.
authorizing submission on stipulation, § 83, p. 349.
authorizing suit to quiet title by person out of possession of land, § 82, p. 343.
authorizing suit to establish title after destruction of public records, § 82, p. 343.
authorizing mechanics' lien, § 82, pp. 343, 345.
authorizing bill for partition of equitable claim to land where the legal title is in the United States, § 82, pp. 344–346.
authorizing creditor's bill before judgment, § 82, p. 344.
authorizing examination before trial, § 83, p. 349.
regulating suits against municipal corporations, § 83, p. 348.
regulating suits by foreign corporations, § 83, p. 349.
authorizing suit to set aside will for fraud, § 82, p. 342.
authorizing suit to set aside probate of will for fraud, § 82, p. 342.
imposing individual liability on stockholders of corporations, § 82, p. 344.
creating a new right, enforced by Federal courts in law or equity, § 82, p. 342.
authorizing appointment of receiver, § 82, p. 344.
empowering guardian to mortgage ward's estate, § 82, p. 345.
giving State's consent to be sued in State court only, does not give right to be sued in Federal court, § 105, p. 388.
of limitation, § 181, pp. 645–648.
do not bar the United States, § 181, p. 647.
followed by Federal courts of equity in foreclosure suits, § 181, p. 647.
followed in equity in suits against executors and administrators, § 181, p. 647.
followed as to actions on judgments, § 181, p. 646.
followed as to actions against Federal officers, § 181, p. 645.
when followed in actions at common law, § 181, p. 645.
when followed in actions at common law upon patents and copyrights, § 181, p. 645.
set forth in a bill, § 237, p. 781.
respecting admissibility of evidence, how far followed in Federal courts, § 339, p. 1088.
see also PRACTICE AT COMMON LAW STATUTES.

STATE TAXES—
bill to restrain collection of, what to contain, § 153, p. 555.

STATING PART—
of bill, § 136, p. 475.

Vol. II begins at § 329, page 1053; Vol. III begins at § 670, page 2299.

STATUTE—
States cannot by, impair the jurisdiction of Federal courts of equity, p. 83, p. 348.
nor regulate the practice therein, § 83, p. 348.
State creating new rights enforceable in Federal courts, § 82, p. 347.
authorizing injunctions in a new class of cases, § 82, p. 344.
of limitation of the States as affecting jurisdiction of Federal courts, § 181, p. 645.
setting forth, in bills, § 237, p. 781.
conformity with, allegations as to, in bills, § 144, p. 513.
conformity in, allegations as to, indictments, § 491, p. 1665.
pleas of, § 183, pp. 649, 650.
necessity of private party alleging special damage on applying for injunction founded on violation of statute, § 264, p. 848.
in libel or information, § 696, p. 2014.
injunctions authorized by, § 283, pp. 891–893.
of the United States, introducing in evidence, § 333, p. 1080.
of State, introducing in evidence, § 333, p. 1077.
of State, rulings upon, at hearing, § 375, pp. 1197–1199.
of the States, when to be taken as rules of decision, § 477, p. 1567.
construction of State statute by State court, how far binding upon Federal tribunals, § 477, pp. 1573–1575.
whether a State statute has been passed by the legislature is a question as to which the Federal courts will follow the decisions of such State, § 477, p. 1575.
of the United States, review by writ of error of decision affecting, § 692, p. 2393.
of United States, writs of error to State courts in cases affecting, § 692, p. 2393.
how introduced in evidence, see also EVIDENCE; PRACTICE AT COMMON LAW; STATE STATUTE.

STATUTE LAW—
of States, how far followed in Federal tribunals, § 477, pp. 1567, 1568.

STATUTE OF FRAUDS—
could be raised by demurrer, § 367, p. 1182.
Federal courts follow, formerly, § 184, p. 650; § 472, p. 1576.
pleas of, § 183, p. 650.
court may not allow it brought in by amendment, § 214, p. 731.

STATUTE OF LIMITATION (see LIMITATION).

STATUTORY SERVICE—
of subpœna, see SUBPŒNAS TO APPEAR AND ANSWER.

STAY—
filing bill in Federal court to stay proceedings, under a decree of State court, § 52, p. 158.
where suits are pending in State and Federal courts for the same cause, § 52, p. 158.
bill to obtain stay of proceedings at law, § 132, p. 466; § 156, p. 563.
injunctions to stay proceedings in other courts, § 267, p. 852; § 268, pp. 853, 854.
bill to suspend or avoid the operation of decrees, § 452, p. 1420.
of execution, § 427, p. 1348.
proceedings on appeal or writ of error from the District Court, where one of parties is dead, § 697, p. 2452.
on appeal from order granting or containing injunction, § 703, p. 2488.
writ of error to judgment of conviction operates as stay of proceedings without filing security, § 703, p. 2489.
see SUPERSEDEAS.

STIPULATION—
bill to set aside for fraud, § 51, p. 148.

Vol. II begins at § 329, page 1053; Vol. III begins at § 670, page 2299.

STIPULATION (continued)—
must be in writing, § 330, p. 1059.
by next friend of infant, § 330, p. 1059.
rule in admiralty, § 571, p. 1957.
to evidence, § 330, p. 1059.
where relief from stipulation is found, § 330, p. 1059.
by rulings, § 311, p. 996; § 330, p. 1059.
effect of State statute authorizing, § 83, p. 349.
not to remove a specified suit into a Federal court, § 537, p. 1755.
in cause made before removal to Federal court, effect of removal on same, § 555, p. 1899.
to submit cause in accordance with State statute, § 83, p. 349.

STOCK—
specific performance of contract for sale, § 79, p. 318.
when contract for sale of, not specifically enforced, § 79, p. 318.
injunction to restrain transfer of, § 267, p. 852.
bill to compel issue of, misjoinder of plaintiffs, § 140, p. 493.
bill to cancel subscription, joinder of plaintiff, § 140, p. 496.

STOCKHOLDERS—
suits against when at equity, § 81, p. 340.
value of subject-matter in stockholder's suit, § 16, p. 42.
joinder of in bill, § 140, p. 496; § 141, p. 499.
State statutes imposing liability to creditors upon, § 82, p. 82.
individual liability, § 82, p. 344.
suit to enforce by assignee of debt, § 63, p. 203.
parties to suits by, to pool stock, § 113, p. 417.
represented by the corporation, § 113, p. 417.
sued by creditor of the corporation which had dissolved, as one of a class, § 115, p. 427.
directors not necessary parties to suit against the corporation by, § 119, p. 440.
bill by, certainty in pleading, § 137, p. 483.
suit by minority stockholder, necessary averments, § 145, p. 521.
must aver in bill a demand of and refusal by the directors to sue, § 145, p. 521.
bill by, § 79, p. 318; § 120, p. 447.
when might be made a party to suit against corporation under English practice, § 111, pp. 405 ,406.
when necessary parties to suits affecting corporation, § 113, p. 417.
parties to suits by, on behalf of others similarly situated, § 114, p. 425.
suing committee of, as representatives of a class, § 115, p. 427.
necessary parties in suits to set aside foreclosure of railroad mortgages, § 120, pp. 447, 448.
necessary averments in suits by, § 79, p. 318; § 145, p. 523.
suit by, when to be verified, § 156, p. 562.
allowing them to intervene in suits affecting corporations, § 258, p. 823.
obtaining injunction in suit affecting corporation, § 264, p. 848.
appointing receivers of corporation property, in suits by, § 302, p. 942.
not usually appointed receiver, § 318, p. 1024.
when can have suit discontinued as against majority of directors, § 361, p. 1166.
see also PARTIES.

STRANGERS—
whether to be made parties, § 111, p. 404.
enjoining, from committing trespass, § 275, p. 868.

STREETS—
State statutes imposing assessments upon, § 82, p. 344.
bill for betterment of, § 79, p. 325.

Vol. II begins at § 329, page 1053; Vol. III begins at § 670, page 2299.

STRIKE—
member of trades union engaged in, suing as representing a class, § 115, p. 427.
joinder of parties in a bill for trespass because of a, § 141, p. 506.
injunctions against, § 276, p. 870.

SUBCONTRACTOR—
suit against, without joining contractor, § 119, p. 437.

SUBJECT-MATTER—
failure of plaintiff to have interest in, a ground of demurrer, § 367, p. 1181.
value of, beneath dignity of court, a ground of demurrer, § 367, p. 1181.

SUBMISSION—
of cases on printed arguments, § 707, p. 2524.

SUBPOENA—
prayer of, in bills, § 154, p. 561.
motion to set aside, the proper remedy where process is prayed defects in, waived by general appearance, § 170, p. 611.
failure to serve, upon parties against whom process prayed not ground of demurrer, § 367, p. 1183.
in the nature of a *scire facias* the ancient practice of reviving suits, § 221, p. 750.
ad testificandum, § 340, pp. 1100–1102.
service of, § 342, pp. 1105–1109.
duces tecum, § 341, pp. 1102–1105.
for witnesses to attend before master, § 391, p. 1229.
to answer amendments, § 213, p. 728.
upon a bill of revivor, § 224, p. 753.

SUBPOENA DUCES TECUM—
for books and papers, § 332, p. 1061; § 339, p. 1095; § 341, pp. 1102–1105.
for other articles, § 341, p. 1102.
see also PRACTICE AT COMMON LAW.

SUBPOENAS TO APPEAR AND ANSWER—
defined, § 160, p. 570.
requisites of, § 160, pp. 570–572.
form of, § 160, p. 572.
issue of, § 161, p. 573.
bill first to be filed, § 161, p. 573.
toties quoties, § 161, p. 573.
when necessary, § 162, p. 574.
service, how to be made, generally, § 163, pp. 574–578.
upon corporation, § 164, pp. 579–587.
substituted, § 165, pp. 587–590.
statutory, § 166, pp. 590–601.
exemptions from, § 167, pp. 601–605.
return of, § 160, p. 570.
see TIME.
when bill taken *pro confesso*, § 160, p. 572.
motion for leave to file a bill, § 161, p. 573.
blank summons may be issued by clerk, § 161, p. 573.
waiver of, by appearance, § 162, p. 574.
service in case of amended bill, § 162, p. 574.
in case of revivor, § 162, p. 574.
service by marshal, § 163, pp. 574–576.
by other than marshal, § 163, p. 576.
return to service, § 163, pp. 575, 576.
return to service, § 163, pp. 575, 576.
service on Sunday, § 163, pp. 576, 577.
motion to set aside service, § 163, pp. 578 579; § 165, p. 587.
when a corporation is subject to service of, § 164, pp. 579–587.

Vol. II begins at § 329, page 1053; Vol. III begins at § 670, page 2299.

SUBROGATION—
creditor who is subrogated to rights of State against its debtors cannot plead State's exemption from statute of limitations, § 181, p. 648.
a party who has assigned rights by subrogation is not treated as an assignee, § 63, p. 205.

SUBSEQUENT LIENORS—
not indispensable parties to foreclosure suit, § 119, p. 436.

SUBSEQUENT MATTER—
bill to impeach decree for, § 132, p. 466.

SUBSTITUTED SERVICE—
of subpœnas, § 165, pp. 587–590.
of notice of motion, § 251, p. 798.
see SERVICE.

SUITS—
nature of, in equity, § 81, pp. 337–342.
proceeding to prevent unlawful occupancy of lands is a, § 81, p. 341.
by and against the United States, § 95, pp. 363–366.
multiplicity of, as a ground of equitable jurisdiction, § 79, pp. 331–333.
arising under Constitution or laws of the United States, § 5, p. 12; § 25, p. 68.
injunctions to prevent multiplicity of, § 266, pp. 851, 852.
by receivers, § 311, p. 995.
defined, for the purpose of writ of error from Supreme Court to State court, § 692, p. 2394.

SUMMARY PROCEEDINGS—
under State law, § 82, p. 346.

SUMMONS—
indorsement of, how far State practice respecting, followed, § 453, p. 1425.

SUNDAY—
bill to enjoin the opening of an exhibition on, § 79, p. 329.
issue of warrant of arrest on, § 163, p. 577.
service of subpœna on, § 163, pp. 576, 577.
injunction refused to prevent the running of cars on, § 284, p. 893.
writ of attachment for contempt not to be served on, § 433, p. 1377.

SUPERSEDEAS—
when judgment can be executed despite, § 697, p. 2449.
how obtained, § 703, p. 2482.

SUPPLEMENTAL ANSWER—
objects of, and when allowed to be filed, § 195, p. 687.
see also AMENDMENTS.

SUPPLEMENTAL BILL—
jurisdiction of, § 51, p. 150.
not original, § 132, p. 466; § 212, p. 726.
in general, § 231, p. 765.
bills in the nature of, § 230, p. 763; § 234, p. 776.
in the nature of bills of revivor, § 229, p. 762.
proceedings upon, § 233, pp. 773–776; § 236, p. 779.
see also CORRECTION OF DECREE OTHERWISE THAN BY APPEAL; BILLS OF REVIVOR; SERVICE.

SUPPLEMENTARY PROCEEDINGS—
jurisdiction over, § 51, p. 150.
State practice followed, § 427, p. 1343.

SUPREME COURT OF THE UNITED STATES—
practice when exercising original jurisdiction, § 3, p. 6; § 161, p. 573; § 453, p. 1421.
equitable jurisdiction in, § 81, p. 340.
power to issue writs, § 3, p. 8.

Vol. II begins at § 329, page 1053; Vol. III begins at § 670, page 2299.

SUPREME COURT OF THE UNITED STATES (continued)—
jurisdiction when not exclusive, § 3, p. 3.
appellate jurisdiction authorized by Constitution, § 1, p. 1.
appellate jurisdiction, § 688, pp. 2361–2377.
original jurisdiction, § 3, pp. 3–8.
jurisdiction affecting ambassadors, ministers and consuls, § 1, p. 1.
exclusive jurisdiction, § 3, p. 3.
jurisdiction over writs of error to State courts, § 692, pp. 2393–2409.
provisions as to holding terms of court, in cases of contagious or epidemic disease, § 3, p. 8.
original jurisdiction and terms of, § 3, pp. 3–8.
rules of practice promulgated by, § 84, pp. 350–352.
motions in, § 248, p. 796.
practice in, as to the granting of orders, § 256, p. 816.
costs in, when judgment or decree is reversed for want of jurisdiction in court below, § 412, p. 1289.
costs in, see COSTS.
appeals to, in *habeas corpus* proceedings, § 467, pp. 1517–1524.
objection that bond given on removal of cause was defective for want of acknowledgment not to be taken for first time in, § 547, p. 1855.
see WRITS OF ERROR AND APPEALS; BANKRUPTCY.

SUPREME COURT OF THE DISTRICT OF COLUMBIA—
jurisdiction, § 68, pp. 264, 265.
appeals from and writs of error to, § 688, p. 2377; § 691, pp. 2385–2388; § 698, p. 2457; § 711, p. 2539.
writs of prohibition in, § 456, p. 1443.
writs of mandamus in, § 457, pp. 1452–1456.
writs of *quo warranto* in, § 468, p. 1527.
appeals in patent cases, § 69, pp. 266–268.
practice upon such appeals, § 69, pp. 266, 267.
parties to such appeals, § 69, pp. 266, 267.
appeals from interlocutory orders, § 69, p. 266.

SURETIES—
of administrator, suit against, § 79, p. 317; § 119, p. 435.
necessity of joining principal with, in suit against, § 110, p. 403.
parties to demand against, which is joint and several, § 112, p. 414.
when demand is joint, § 112, p. 414.
parties to suit against, § 120, p. 449.
of receiver, § 319, pp. 1025–1027.
of receiver, discharge of, § 319, p. 1026.
to stipulation in admiralty, § 571, pp. 1957–1959.

SURPRISE—
bill to impeach decree for, § 451, p. 1417.

SURVIVAL OF ACTIONS (see ABATEMENT AND REVIVOR).

SURVIVORS—
right of, to proceed with appeal, § 697, pp. 2453–2455.

SUSPENDING DECREES—
bills for, § 132, p. 466.

SWEARING—
to affidavits, formalities regulating, § 335, pp. 1081, 1082.

T.

TAKING BILLS PRO CONFESSO—
when may be done, § 171, pp. 614–617.
upon an amended bill, § 171, pp. 615, 616.
as against persons under disability, § 171, p. 617.

Vol. II begins at § 329, page 1053; Vol. III begins at § 670, page 2299.

TAKING BILLS PRO CONFESSO (continued)—
not before guardian *ad litem*, appointed, § 171, p. 617.
case where guardian refuses to answer, § 171, p. 617.
practice in, § 172, pp. 617–622.
appeals from decrees, § 172, p. 622.
motion to set aside decrees obtained by, § 172, p. 618.
when the default will be opened, § 172, p. 618.
TAKING TESTIMONY (see also DEPOSITIONS; EVIDENCE).
TAXATION—
of costs, § 423, pp. 1337, 1338.
TAXES—
State statute concerning unjust assessments, § 82, p. 344.
bill to set aside, § 79, p. 324.
bill to enjoin board of equalization from certifying an unequal assessment, § 79, p. 325.
bill to restrain collection of, what to contain, § 79, p. 329; § 153, p. 555; § 284, p. 895.
bill to collect, not sustained, § 79, p. 330.
bill to levy, not sustained, § 79, p. 330.
receiver not appointed to levy or collect, § 79, p. 330; § 306, p. ——.
no injunction against collection of internal revenue, § 79, p. 327.
value of matter in dispute in an action to enjoin the collection of, § 14, pp. 40–42.
bill to enjoin levy of illegal, § 96, p. 368.
State not a necessary party to bill to restrain collection, § 119, p. 442.
TAXPAYER'S APPEAL—
when removable, § 538, p. 1774.
proceedings to assess taxes not removable, § 538, p. 1774.
TAXPAYER'S BILL—
as a subject of jurisdiction in equity, § 79, p. 329.
public officers when considered on same side of controversy as plaintiff, § 42, p. 111.
value of matter in dispute in, § 7, p. 30.
TAX SALE—
bill to set aside, what to contain, § 153, p. 554.
TENANT—
whether a necessary party in suits affecting estate, § 113, p. 419.
suits by one or more on behalf of others, § 116, p. 429.
in common, may sue without joining co-tenant, § 119, p. 441.
in common, necessary parties to partition suit, § 120, p. 443.
in common, jurisdiction of suits where the United States is one tenant, § 5, p. 18; § 98, p. 379.
in tail, parties to suits concerning the estate of, § 113, p. 419.
for life, as representing the inheritance in suit for specific performance, § 113, p. 419.
for life, may join with the remainder-men in a bill to protect estate, § 140, p. 494.
TENDER—
omission of, when ground for demurrer, § 153, p. 557.
in admiralty, § 577, p. 1965.
when no actual, general offer is sufficient, § 153, p. 557.
TENNESSEE—
divided into three districts, § 66, p. 250.
counties, times and places of holding court therein enumerated, § 66, pp. 250–252.
districts of, included within Sixth Circuit, § 4, p. 9.

Vol. II begins at § 329, page 1053; Vol. III begins at § 670, page 2299.

TERMS—
of Supreme Court, § 3, p. 8.
of Circuit Courts of Appeals, § 4, pp. 9–11.
of District Courts, in general, § 65, pp. 211–213.
of holding District Courts, § 66, pp. 213–263.
see also AMENDMENTS TO RULES OF CIRCUIT COURTS OF APPEALS, p. 2465.
imposed upon the issue, denial, dissolution or continuance of an injunction, § 297, pp. 922–925.
upon the appointment of receivers, and preferences in foreclosure suits § 305, pp. 956–974.
decrees can regularly be entered only during, § 403, p. 1269.
correcting judgment during, § 481, p. 1605.

TERRITORIAL CORPORATIONS—
suits by or against, § 27, p. 80.

TERRITORIAL COURTS—
usually considered not to be courts of United States, § 2, p. 3.
review of decisions of, by Supreme Court of United States, § 691, pp. 2385–2393.
review of decisions of, by Circuit Courts of Appeals, § 693, pp. 2409, 2411, 2413.
see also WRITS OF ERROR AND APPEALS.

TERRITORIAL JURISDICTION—
of Circuit Courts of Appeals, § 4, pp. 8, 9.
of District Courts, § 66, pp. 213–263.

TERRITORY—
public acts and records of, how introduced in evidence, § 333, pp. 1077 1079.

TESTE—
of writs of injunction, § 295, p. 914.
of writs in general, § 455, p. 1437.
of writs of error, § 699, pp. 2462, 2463.

TESTIMONY—
perpetuation of, as a subject of jurisdiction in equity, § 79, p. 322.
bills for perpetuating, § 132, p. 466; § 156, p. 563; § 345, pp. 1112–1115.
de bene esse, issuing subpœna in case of taking, § 340, p. 1101.
de bene esse, bill to take, § 346, pp. 1115, 1116.
taken in equity which may be used in other courts, § 344, p. 1112.
taken before cause is at issue, § 351, pp. 1129.
taken within jurisdiction after cause it at issue, § 352, pp. 1130–1136.
testimony of experts, § 352, p. 1131; § 473, p. 1552.
present method of taking, within the jurisdiction, § 352, pp. 1130–1133.
taken after a cause it at issue and beyond the jurisdiction of the court, § 353, p. 1136.
common-law procedure respecting, § 453, p. 1424; § 473, pp. 1551–1553.
see also DEPOSITIONS; DISCOVERY; EVIDENCE; EXAMINATION BEFORE TRIAL; EXPERT WITNESSES.

TEXAS—
divided into four districts, § 66, p. 252.
counties, times, places of holding court therein enumerated, § 66, pp. 252–256.

TEXAS—
districts of, included within Fifth Circuit, § 4, p. 9.
introducing in evidence transcripts from certain books of the District Courts in, § 333, p. 1074.

TIME—
rules concerning, for pleading in suits do not apply to suits between States, § 3, p. 7.

Vol. II begins at § 329, page 1053; Vol. III begins at § 670, page 2299.

TIME (continued)—
may be shortened in bankruptcy cases, § 614, p. 2045.
to file exceptions to an insufficient answer, § 194, p. 686.
to amend, § 208, p. 716.
to answer, extended by amendment, § 213, p. 728.
suspended by an abatement, § 217, p. 742.
to file supplemental bills, § 232, pp. 772, 773.
extensions of, granted *ex parte*, § 250, p. 797.
for taking testimony in equity, § 344, p. 1112.
and filing depositions in equity, § 352, pp. 1130, 1131.
for appearance, § 169, p. 607.
enlargement of, for cause shown, § 169, p. 607.
answer, § 189, p. 681.
reply, § 203, pp. 709–712.
cross-bills, § 198, p. 698; § 201, p. 704.
bills of revivor, § 224, p. 753.
to be given by notice of motion, § 251, p. 800.
of application for interlocutory injunctions, § 289, p. 902.
to serve writ of injunction, § 295, pp. 913–916.
when a receiver may be appointed, § 315, p. 1018.
when issue of law will be directed, § 380, p. 1205.
within which reference to be brought on before master, § 386, p. 1214.
decrees giving defendants a certain specified time within which to show cause against a decree, etc., § 401, p. 1264; § 402, p. 1269.
of entering decrees, § 403, p. 1269.
decrees for an account should specify the time from which the account is to be taken, § 404, p. 1272.
to move for an order requiring non-resident to give security for costs, § 425, p. 134.
to make writ of attachment for contempt, returnable, § 432, p. 1377.
of pleading, how far State practice respecting, is followed, § 453, p. 1426.
when motion for new trial must be made, § 478, p. 1581.
when judgments may be corrected by the court that rendered them, § 481, p. 1604.
when execution can be issued in a case where writ of error lies to the Supreme Court or Circuit Court of Appeals, § 427, p. 1347.
for removal of cause where there are several defendants, and time for removal has expired as to one, § 548, p. 1819.
effect of consent or order extending time to answer, on time to remove cause, § 548, p. 1818.
when right to replead, after removal to Federal court expires, § 554, p. 1888; § 555, p. 1893.
time of removal, § 543, pp. 1813–1827.
when remand of cause improperly removed to Federal court may be demanded, § 556, pp. 1911–1913.
effect of death of party before time allowed for taking appeal or bringing writ of error has expired, § 697, p. 2453.
within which appeal or writ of error must be taken, § 698, pp. 2456–2462.
to serve writs of error and citations, § 698, pp. 2456–2462.
to file security for costs on application for *supersedeas*, § 703, p. 2482.
to return writ of error, § 698, pp. 2463, 2464; § 704, p. 2494.
within which plaintiff in error or appellant is to docket the cause, § 704, p. 2503.
within which models, diagrams and exhibits of material must be transmitted to apepllate court of United States, § 704, p. 2502.
within which they must be removed, § 704, pp. 2502, 2503.
failure of plaintiff in error to docket case and file record in time, § 704, pp. 2503, 2304.

Vol. II begins at § 329, page 1053; Vol. III begins at § 670, page 2299.

TITLES (continued)—
to serve papers, on motion to dismiss appeal or writ of error, § 705, p. 2519.
within which appeals may be submitted on printed arguments, § 707, p. 2524.
allowed counsel on argument in Supreme Court, § 707, p. 2531.
to move for rehearing or reargument, § 708, pp. 2532, 2533.
to amend, see AMENDMENTS.

TITLES—
cloud upon, removal as subject of equitable jurisdiction, § 79, pp. 333, 334.
value of matter in dispute in suit to remove clouds from, § 12, pp. 34–36.
joinder of parties claiming under the same, § 140, p. 495.
bill to remove a cloud may also seek a partition, who should be joined as defendants, § 141, p. 503.
performance of preliminary acts to make complete, must be alleged in bill, § 144, p. 512.
where intelligibly shown, profert of documents not necessary, § 144, p. 515.
bills to quiet, § 79, p. 331; § 81, p. 338; § 113, p. 422; § 138, p. 486.
persons claiming property under inconsistent, when necessary parties to suits, § 112, p. 407.
of affidavit, § 336, pp. 1082, 1083.
of decree, § 404, pp. 1269.
evidence of, on removal of suits containing controversies between citizens of the same States, claiming land under grants of different States, § 550, pp. 1868, 1869.
suit in which plaintiffs claim under, what to be regarded as value of matter in dispute, § 696, pp. 2438, 2442.

TOLLS—
foreclosure of lien upon, § 79, p. 330.

TONNAGE—
jurisdiction of suits to collect, § 5, p. 13.

TORTS—
suit by alien for, § 5, p. 16.
no suits against United States in cases of, § 5, p. 16; § 96, p. 366; § 671, p. 2300.

TOTIES QUOTIES—
subpœna to appear and answer, § 161, p. 573.

TOWN—
is a corporation, § 63, pp. 201, 202.

TOWN BONDS—
bill by holder of, § 63, p. 202; § 79, p. 320.
taxpayer's bill to prevent payment of, § 120, p. 448.
see MUNICIPAL BOND.

TRADE—
jurisdiction of suits to protest, § 5, p. 17; § 61 p. 187.
injunction to prevent revelation of secrets of, § 263, p. 846.
no injunction against corporation for merely diminishing private individual's pyrofits of, § 264, p. 848.
see also MONOPOLY.

TRADE-MARK—
jurisdiction of suits, about, § 30, p. 86.
suit for infringement, where brought, § 61, p. 184.
joinder of defendants, § 141, p. 503.
parties to suit by assignee of, § 112, p. 410.
bill by persons interested in a geographical, § 116, p. 430.

Vol. II begins at § 329, page 1053; Vol. III begins at § 670, page 2299.

TRADE-MARK (continued)—
value of matter in dispute in suit to enjoin use of, § 5, p. 14; § 13, p. 38.
injunctions to restrain unlawful use of, § 267, p. 852; § 279, pp. 886-888.
trade secrets, disclosure enjoined, § 263, pp. 846, 847.

TRADES UNION—
suit against engaged in a strike, § 115, p. 427.
bills against members not multifarious, § 141, p. 506.

TRANSFER OF NOTES—
injunction to prevent, § 272, p. 863

TRANSFER OF STOCK—
injunction to retain, § 267, p. 852.

TRANSFER OF SUIT—
State statute authorizing transfer of suit from equity to law in case of mistake, § 83, p. 350.
transfer from law to equity docket, § 377, p. 1202; § 453, p. 1422.
transfer from equity to law docket, § 368, pp. 1184, 1185.

TRANSLATION—
of foreign documents, to accompany record on appeal, § 511, p. 2100.

TREASURY—
rejection of a claim by the Comptroller of, § 96, pp. 375, 376.
introduction in evidence of papers in the office of the solicitors of the, § 333, p. 1065.
introduction in evidence transcripts from department of the, § 333, p. 1065.
see EVIDENCE.

TREASURER OF THE UNITED STATES—
not necessary party to suit against a receiver of a national bank for money paid to, § 113, p. 416.

TREATIES—
suits under, § 5, p. 18; § 26, pp. 78, 79.
introducing in evidence, § 333, p. 1080.
review by writ of error of decision in State court affecting, § 692, p. 2393.

TRESPASS—
value of matter in dispute in suits of, § 13, p. 37.
against a State officer for a seizure under an unconstitutional State law, § 96, p. 374.
injunctions to prevent, § 267, p. 852.
injunctions to restrain, § 275, pp. 868-870.

TRIALS—
common-law procedure respecting, § 453, p. 1424; § 473, p. 1547.
notice of, how far State practice respecting, is followed, § 453, p. 1426.
in admiralty, § 582, p. 1969.
principles regulating the granting of new trials, § 478, p. 1580.
see also HEARING; PRACTICE AT COMMON LAW.

TRUSTS—
as subjects of equity jurisdiction, § 79, p. 317.
constructive, § 79, p. 318.
express, § 79, p. 317.
implied, § 79, p. 320.
resulting, § 79, p. 320.
beneficiaries under, § 79, p. 317.
injunctions to enforce, § 263, pp. 846, 847.
when receiver will be appointed in suits affecting, § 302, p. 939.

Vol. II begins at § 329, page 1053; Vol. III begins at § 670, page 2299.

TRUSTS (continued)—
impeaching decrees improperly obtained in cases of, § 451, pp. 1417, 1418.
bill to set aside deeds, parties to, § 113, pp. 422, 423.
bill to enforce, may also seek a partition, § 141, p. 503.
see MONOPOLIES; BENEFICIARIES.

TRUST ESTATES—
as subjects of equity jurisdiction, § 79, p. 317.
costs out of, § 421, pp. 1330–1335.

TRUST PROPERTY—
who necessary parties in suits affecting, § 113, pp. 415, 416, 419–421.

TRUSTEE—
bill by, § 79, p. 334.
of bondholder on same side of suit as bondholder, § 41, p. 103.
in bankruptcy, suits by and against, § 38, p. 95.
suit against, of intestate to determine ownership of fund, parties, § 113, p. 416.
liability is joint and several, § 119, p. 434.
a bill seeking an accounting and also to set aside effects of a fraud on the trustor is multifarious, § 141, p. 501.
bill individually and as, not multifarious, § 140, p. 492.
bill against, § 29, p. 334.
accounting by, § 79, p. 331.
citizenship of, § 44, pp. 120, 122.
when not a necessary party in suit against colleagues for breach of trust, § 119, p. 434.
of active trust, when necessary party to suit affecting trust estate, § 120, p. 444.
facts showing that defendant is a, must be pleaded, § 137, p. 482; § 144, p. 513.
effort of plaintiff to secure action by, of corporation to be set forth, § 145, p. 515.
petition for appointment, removal, or resignation of, § 253, p. 807.
allowing beneficiaries of trust to intervene in suits affecting, § 258, p. 823.
when can be appointed receiver of trust estate, § 318, p. 1023.
see BANKRUPTCY.

TRUSTEES OF RAILROAD MORTGAGE—
when not necessary parties to foreclosure suit, § 118, p. 433.

TURBARY—
suit by one or more in behalf of others to establish the right of, § 116, p. 428.

TUCKER ACT—See U. S., § 96, p. 372.
Twenty-eight Consecutive Hour Law, § 687, p. 2359.

U.

UBERRIMA FIDES—
required on application for special injunction, § 292, p. 907.

ULTRA VIRES—
acts when enjoined at suit of stockholder, § 16, p. 42; § 79, p. 318.
when act by corporation not enjoined, § 79, p. 318.
injunctions against acts *ultra vires*, § 264, pp. 847–850.

UNDERTAKING—
sometimes required that party omitted from bill will conform to decree, § 122, p. 452.
to abide further orders of the court, given on special appearance, § 169, p. 610.

Vol. II begins at § 329, page 1053; Vol. III begins at § 670, page 2299.

UNDERTAKING (continued)—
may be required on issue, dissolution, or continuance of injunction, § 297, p. 922.
by receiver, § 319, p. 1026.
plaintiff in error or appellant to give undertaking or other security to clerk of United States Supreme Court for costs, § 702, p. 2479.
see also SECURITY; SUPERSEDEAS.
UNINCORPORATED ASSOCIATION—
citizenship of, § 48, p. 140.
statute authorizing officers of to represent all the members followed by Federal court, § 113, p. 418.
suing members of as representatives of all others, § 115, p. 427.
when a necessary party, § 120, p. 450.
suing as a corporation, ground of demurrer, § 367, p. 1180.
see also VOLUNTARY ASSOCIATION.
UNITED STATES—
State statutes of limitation cannot bar, § 181, p. 647.
bill by, to cancel land patent, § 29, p. 333.
bill to enforce priority of payment, § 79, p. 322.
right of intervention in suits between States to settle boundaries, § 3, p. 7.
suits against and suits by, § 5, pp. 11, 12; § 34, p. 91; § 95, p. 363; § 97, p. 376; § 98, p. 379.
suits by, in District Courts, § 5, p. 11.
suits to collect claims against, not exceeding $1,000, § 5, p. 12.
suits on contracts with, § 5, p. 16.
waiver of exemption from suits, § 95, p. 364.
when technically parties, § 95, p. 365.
when no judgment for costs against, § 95, p. 366.
a suit in ejectment for land for, § 95, p. 365.
suits against, authorized by the Tucker Act, § 96, p. 372.
what claims included within this act, § 96, p. 372.
practice in enforcing such claims, § 96, p. 372.
appeal in such cases, § 96, p. 372.
suits arising under Constitution or laws of, § 5, p. 12; § 24, pp. 56–67.
condemnation proceedings by, § 5, p. 18.
when cannot be sued, § 94, p. 363.
whether President thereof can be sued, § 94, p. 363.
as defendant, § 95, pp. 363–366.
filing of bills and information by, § 131, p. 461.
multifariousness in bill by, to set aside land patent for fraud, § 153, pp. 556, 557.
bill filed by, to vacate patent to public lands, what to contain, § 153, p. 556.
UNITED STATES (continued)—
service of subpœna, when United States is a party, § 164, p. 579.
injunction cannot be issued against, § 284, p. 894.
when costs will be allowed in suits to adjust claims against, § 407, p. 1279.
not barred by any State statute of limitations, § 181, p. 647.
UNITED STATES COURTS—
how far can interfere by injunction with matters in State courts, § 270, p. 856.
see also FEDERAL COURTS; COURT OF CLAIMS.
UNITED STATES STATUTES AND TREATIES—
introducing in evidence, § 333, p. 1080.
UNITED STATES SUPREME COURT (see SUPREME COURT OF THE UNITED STATES).

Vol. II begins at § 329, page 1053; Vol. III begins at § 670, page 2299.

UNSOUND MIND—
persons of, see PLAINTIFF AND DEFENDANT.
USURY—
an advancement not, § 19, p. 52.
bill to cancel securities for, to contain an offer to return, § 153, p. 554.
UTAH—
constitutes one judicial district, § 66, p. 256.
times and places of holding terms, § 66, pp. 256, 257.
is included in Eighth Circuit, § 4, p. 9.
time within which cause to be docketed in United States Supreme Court in case of appeals or writs of error from, § 704, p. 2503.

V.

VALUE—
of matter in dispute to confer jurisdiction, § 5, p. 12; § 6, pp. 22–28, see MATTER IN DISPUTE.
bill to show whether amount involved exceeds the jurisdictional amount, § 135, p. 474.
of subject-matter that it is beneath dignity of court, former ground of demurrer, § 367, p. 1181.
of matter in dispute as affecting removal of cause, § 545, pp. 1845, 1846.
of matter in dispute as affecting removal of suits containing controversies between citizens of the same State, claiming land under grants of different States, § 550, pp. 1868, 1869.
of amount in dispute, as affected by subsequent events in relation to right to remove cause to Federal court, § 554, p. 1891.
of matter in controversy as affecting right to appeal, § 696, pp. 2436–2445.
VARIANCE—
in criminal practice, § 497, pp. 1666, 1667; § 536, p. 1752.
VENIRE FACIAS—
writ of, § 510, pp. 1696–1697.
VENUE—
of affidavit, § 337, p. 1083.
VERDICT—
of jury upon an issue at law how reviewed in equity, § 382, p. 1208.
trial judge, when he may direct, § 473, p. 1547, 1555.
practice in Federal court, § 473, pp. 1547, 1550, 1551, 1554–1558.
State statute regulating form of, in Federal court, effect of, § 473, pp. 1549, 1550.
cause improperly removed to Federal court may be remanded even after verdict, § 556, p. 1912.
VERIFICATION—
of bill in suit affecting rights assertable by corporation, § 145, p. 521.
of answer, § 192, p. 684.
answer denying facts stated in petition for intervention, to have a § 254, p. 809.
of pleadings, how far State practice respecting, is followed, § 453, p. 1426.
of affidavit, see also AFFIDAVIT; EVIDENCE.
VERMONT—
constitutes one judicial district, § 66, p. 257.
times and places of holding court therein enumerated, § 66, p. 257.
the district of, included within the Second Circuit, § 4, p. 8.
VEXATIOUS CONDUCT—
dispaupering party of, § 413, p. 1294.

Vol. II begins at § 329, page 1053; Vol. III begins at § 670, page 2299.

VICE-CONSUL—
jurisdiction of District Courts in suit against, § 5, p. 16.
see also CONSUL.

VICTUS VICTORI IN EXPENSIS CONDEMNATUS EST—
a rule of the civil law applied to the payment of costs, § 409, p. 1281.

VIRGINIA—
divided into two districts, § 66, p. 257.
counties, times and places of holding court therein enumerated, § 66, pp. 257, 258.
districts of, included within Fourth Circuit, § 4, p. 9.
terms of Circuit of Appeals held in, § 4, p. 9.

VOLUNTARY ASSOCIATION—
citizenship of members of, § 113, p. 418.
when members of, are necessary parties to suits affecting, § 114, p. 423.
suing members of, as representing, § 115, p. 427.
see UNINCORPORATED ASSOCIATION.

W.

WAIVERS—
of jurisdictional value, § 6, p. 28.
by United States of exemption from suit, § 95, p. 364.
of a right against a person, § 123, p. 452.
of objection to lack of certainty in a bill, § 137, p. 485.
by appearance in a suit, § 170, p. 611.
in bills, § 153, pp. 552, 557.
omission of, when ground for demurrer, § 153, p. 557.
of answer under oath, § 153, p. 553; § 192, p. 684; § 347, p. 1117.
jury trial, § 473, p. 1547.
of failure to serve citation on defendants in error, § 705, pp. 2509, 2510.
of defect in answer by setting cause down for a hearing, § 193, p. 686.
of reply, § 203, p. 712.
of right to remand, § 556, p. 1912.

WAR CLAIMS—
no suits for, against United States, § 5, p. 17; § 96, p. 366.

WASHINGTON—
divided into two districts, § 66, p. 258.
act dividing the judicial district, § 61, p. 182.
district of, included within Ninth Circuit, § 4, p. 9.
time within which cause to be docketed in United States Supreme Court in case of appeals or writs of error from, § 704, p. 2503.
times and places of holding court in, § 66, p. 258.

WASTE—
injunctions to restrain commission, § 267, p. 852; § 273, p. 864.

WATERS—
cases relating to navigable, § 32, p. 89.

WEAK MIND—
capacity of persons of, to file bills in equity, § 85, p. 354; § 91, p. 359.
suits against persons of, § 107, pp. 400, 401.
see also IDIOT; LUNATIC.

WEST VIRGINIA—
constitutes two districts, § 66, p. 260.
times and places of holding court therein enumerated, § 66, p. 260.
district of, including within the Fourth Circuit, § 4, p. 9.

WIFE (see MARRIED WOMAN).

Vol. II begins at § 329, page 1053; Vol. III begins at § 670, page 2299.

WILL—
election under, as a subject of relief in equity, § 79, p. 322.
State statute authorizing setting aside of probate, enforceable in Federal courts, § 82, p. 342.
probate of, not set aside by equity, § 79, p. 323.
averments as to, in bill filed by executor, § 144, p. 513.
construction by Federal court, § 54, p. 162.
estate conveyed by, to life tenant when remainder-man is not in existence, § 113, p. 419.
persons desiring different constructions of, cannot unite in a bill, § 140, p. 494.
see also PROBATE OF WILL.

WISCONSIN—
divided into two districts, § 66, p. 261.
counties, times and places of holding court therein enumerated, § 66, pp. 261, 262.
districts of, included within Seventh Circuit, § 4, p. 9.
introducing in evidence transcripts from certain books of the District Courts in, § 333, p. 1074.

WITHOUT PREJUDICE—
dismissal, § 377, p. 1201.

WITNESS—
examination abroad as a subject of jurisdiction in equity, § 79, p. 322.
perpetuation of the testimony of, as a subject of jurisdiction in equity, § 79, p. 322.
bills to perpetuate testimony of, § 132, p. 466; § 156, p. 563.
when defendant not prevented from being, in his own favor, § 523, p. 1717.
exemption of, from service of process, § 167, p. 604.
compelling to testify, § 343, p. 1109.
procuring attendance of, before master, § 391, p. 1229.
evidence tending to incriminate, § 339, p. 1093.
attendance of witness summoned in behalf of United States, § 340, p. 1101.
may be compelled in Congressional investigation to give evidence tending to disgrace him, § 339, p. 1097.
deposition taken in cause prior to removal of Federal court, whether witness can be compelled to sign same after removal, § 555, p. 1905.
competency of, and compelling attendance of, see EVIDENCE.
see also EVIDENCE; SUBPOENA DUCES TECUM; EXPERT.

WIVES (see MARRIED WOMEN).

WRITS—
issued by Supreme Court, § 3, p. 8.
issued by Circuit Court of Appeals, § 4, p. 8.
of attachment, § 432, p. 1376.
of *quo warranto*, § 468, pp. 1524–1529.
ne exeat republica, §§ 326–328, pp. 1045–1048.
of *scire facias*, § 3, p. 8; § 469, pp. 1527–1530.
of prohibition, § 3, p. 8; § 456, pp. 1442–1445.
of sequestration, § 189, p. 681.
mandamus, § 3, p. 8; §§ 457, 458, pp. 1445–1461.
certiorari, § 460, pp. 1469–1477.
habeas corpus, § 3, p. 8; §§ 461–467, pp. 1473–1524.
error *coram nobis*, § 481, p. 1605.
of assistance to put receiver into possession, § 441, p. 1386.
common-law procedure respecting writs, § 454, pp. 1428–1437.
form of, how far State practice followed respecting, § 454, p. 1428.
service of, § 454, p. 1429.
indorsement of, § 454, p. 1429.

Vol. II begins at § 329, page 1053; Vol. III begins at § 670, page 2299.

WRITS DUPLICATE—
against different defendants, § 61, p. 182.
WRITS OF ASSISTANCE—
when and how issued, § 441, p. 1385.
WRITS OF ERROR AND APPEALS—
in general, § 687, pp. 2356–2361.
in Supreme Court of United States for Federal courts, §§ 688–691, pp. 2361–2393.
writs of error from Supreme Court to State courts, § 692, pp. 2393–2409.
in Circuit Courts of Appeal, § 693, pp. 2409–2418.
to District Courts, § 694, p. 2418.
to judgments of Territorial courts, §§ 687, 688, pp. 2356–2378.
value of matter in dispute, § 696, pp. 2436–2444.
judgments reviewable without regard to value, § 696, p. 2436.
parties to appeal or writ of error, § 697, pp. 2445–2451.
time within which writ of error or appeal must be taken, § 698, pp. 2456–2462.
from Court of Claims, § 698, p. 2457.
from Circuit Court of Appeals, § 698, p. 2457.
District Court, § 698, p. 2456.
Supreme Court of District of Columbia, § 698, p. 2457.
courts of a Territory, § 698, p. 2456.
courts of Porto Rico, § 698, p. 2456.
appeals from decisions reviewing a decision of the board of appraisers, § 698, p. 2458.
from orders in bankruptcy, § 698, p. 2458.
time cannot be extended, § 698, p. 2460.
citations upon appeal, § 700, pp. 2470–2473.
cross-appeals, practice in taking, § 700, p. 2473.
writs of error, practice and procedure to obtain, § 699, pp. 2462–2470.
service of, and of citations, § 699, p. 2469.
security on writ of error or appeal, § 702, pp. 2479–2482.
supersedeas, § 703, pp. 2482–2494.
appeals, practice and procedure in taking, § 700, pp. 2470–2473.
return to writ of error, or appeal, § 704, pp. 2494–2507.
appeals in *habeas corpus* proceedings, § 467, p. 1517.
motions to dismiss appeals or writs of error, § 705, pp. 2507–2521.
printing of the record, § 706, pp. 2521–2524.
argument of appeals and writs of error, § 707, pp. 2529–2532.
reinstatement of, § 705, p. 2520.
decision of, § 711, pp. 2538–2558.
from judgment of the Court of Claims, § 686, p. 2353.
review by Supreme Court of questions of jurisdiction, § 688, p. 2378.
certification to Supreme Court by Circuit Court of Appeals, § 689, pp. 2378–2385.
judgments, orders and decrees which may be reviewed by writs of error or appeals, § 695, pp. 2421–2436.
interlocutory orders, § 695, p. 2421.
final judgments, § 695, p. 2421.
judgments of dismissal, § 695, p. 2426.
judgment of the Court of Claims, § 695, p. 2436; § 696, p. 2438.
right of intervenor to appeal, § 697, p. 2445.
purchaser at foreclosure sale may appeal, § 697, p. 2445.
by next friend, § 697, pp. 2447, 2448.
parties to a joint judgment, § 697, p. 2449.
respondents to an appeal, § 697, p. 2452.
upon the death of a party, § 697, p. 2453.
by personal representatives of a party, § 697, p. 2453.

Vol. II begins at § 329, page 1053; Vol. III begins at § 670, page 2299.

WRITS OF ERROR AND APPEALS (continued)—
death of appellee, § 697, p. 2454.
rehearing, § 708, pp. 2532–2535.
further proof on appeal, § 709, pp. 2535–2538.
mandate, § 712, pp. 2558–2570.
second writ of error or appeal, § 713, pp. 2570–2575.
see PRACTICE IN CRIMINAL CASES.
WYOMING—
constitutes one judicial district, § 66, p. 262.
times and places of holding court in, § 66, pp. 262, 263.
belongs to Eighth Circuit, § 4, p. 9.
jurisdiction includes Yellowstone National Park, § 66, p. 262.

Y.

YELLOWSTONE NATIONAL PARK—
included in the jurisdiction of the Federal courts of Wyoming, § 66, p. 262.

LAW LIBRARY
UNIVERSITY OF CALIFORNIA
LOS ANGELES

UC SOUTHERN REGIONAL LIBRARY FACILITY
AA 000 732 579 8